

AGENDA
UTILITIES SERVICE BOARD MEETING

Utilities Service Board Room
City of Bloomington Utilities
600 E. Miller Dr.
Bloomington, Indiana 47402

Sam Frank, President
Jim Sherman, Vice President
Jason Banach
Amanda Burnham
Jeff Ehman
Julie Roberts
Jim Sims
Tim Mayer, ex-officio

April 17, 2017
5:00 P.M. Regular Meeting

- I. Call to order
- II. Approval of the minutes of previous meeting (April 3)
- III. Approval of the claims
- IV. Request to approve I69 Utility Reimbursement Agreement for Design Unit 3 – Jane Fleig
- V. Request to award South Central Interceptor Sewer project – Phil Peden
- VI. Old business
- VII. New business
- VIII. Subcommittee reports
- IX. Staff reports
- X. Petitions and communications*
- XI. Adjournment

* Brief public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

April 3rd 2017

Utilities Service Board meetings are recorded electronically or stenographically and are available during regular business hours in the office of the Director of Utilities.

Board President Frank called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Administrative Building in Bloomington, Indiana.

Board members present: Jason Banach, Amanda Burnham, Jim Sims, Julie Roberts, Jim Sherman, Sam Frank, and Jeff Ehman.

Staff members present: Vic Kelson, Missy Waldon, Holly McLauchlin, Tom Axsom, Chris Wheeler, Brad Schroeder, Phil Peden, John Langley, Efrat Feferman, Jane Fleig, and Tamara Roberts, Jon Callahan?

President Frank introduced new Administrative Assistant to the Director Holly McLauchlin.

MINUTES

Board Member Sims moved and Board Member Burnham seconded the motion to approve the minutes of the March 20th meeting. Motion carried, 7 ayes.

CLAIMS

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the claims as follows:

Vendor invoices submitted to the Controller's Office on March 29th included \$83,890.55 from the Water Utility; \$122,596.60 from the Wastewater Utility; and \$896.17 from the Stormwater Utility. Total Claims approved, \$207,383.32.

Motion carried, 7 ayes.

Board member Ehman asked that an invoice by Rogers Inc be reviewed because it was split between Water and Wastewater although only Water was mentioned in the description. Assistant Director of Finance Feferman explained that it was split between two Wastewater projects, as well as Water stock.

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the utility claims as follows:

Utility invoices submitted to the Controller's Office on March 29th included \$38,973.01 from the Water Utility; \$13,710.95 from the Wastewater Utility; and \$0 from the Stormwater Utility. Total Claims approved, \$52,683.96.

Motion carried, 7 ayes.

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the wire transfers and fees for the month of March in the amount of \$640,466.32.

Motion carried, 7 ayes.

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the customer refunds as follows:

Customer refunds submitted to the Controller's Office on March 28th included \$0 from the Water Utility; \$10,212.11 from the Wastewater Utility; and \$0 from the Stormwater Utility. Total Claims approved, \$10,212.11.

Motion carried, 7 ayes.

SOUTH CENTRAL INTERCEPTOR SEWER PROJECT BID OPENING

Utilities Engineer Phil Peden thanked bidders for the South Central Interceptor Sewer project. The following nine base bids were received by the deadline and opened at the meeting:

Atlas Excavating	4740 Swisher Rd West Lafayette, IN 47906	\$7,174,274.00
Cleary Construction	2006 Edmonton Rd Tompkinsville, KY 42167	\$7,578,950.00
Crider & Crider	1900 Liberty Dr Bloomington, IN 47403	\$6,926,700.00
Infrastructure Systems	260 W Vincennes St Orleans, IN 47452	\$6,870,651.00
Layne Heavy Civil	1800 Hughes Landing Blvd Ste 800 The Woodlands, TX 77380	\$9,383,820.00
MAC Construction & Excavating	1908 Unruh Ct New Albany, IN 47150	\$7,269,045.00
Merryman Excavation	1501 Lamb Rd Woodstock, IL 60098	\$6,951,625.00
Reed & Sons Construction	299 Moorman Rd Bloomington, IN 47403	\$7,816,515.00
Wilhelm Construction	3914 Prospect St Indianapolis, IN 46203	\$10,651,030.00

Engineer Joe Teusch with Greeley and Hansen will complete a bid tabulation and recommend to award to lowest responsive bidder. Mr. Teusch said the estimate for this project was 9.4 million.

REQUEST TO APPROVE PRETREATMENT PERMIT FOR CIRCLE PROSCO

Vice President Sherman moved and Board Member Roberts seconded the motion to approve; motion carried, 7 ayes.

Tamara Roberts, Pretreatment Coordinator, requested approval for a revised version of the pre-treatment discharge permit for Circle-Proscio Inc. The revised permit has new limits, a new location, and testing for a new metal due to a change in operations at Circle-Proscio. Ms. Roberts stated they are currently in compliance and answered questions from the board.

REQUEST TO APPROVE I69 UTILITY REIMBURSEMENT AGREEMENT FOR DESIGN UNIT 3

Board member Banach moved and Board Member Roberts seconded the motion to table; motion carried, 7 ayes.

Utilities Engineer Jane Fleig presented the reimbursement agreement with Isolux Corsan Inc. It is similar to previously approved agreements with Isolux related to the I-69 project but it is different because majority of the water main will be upgraded from 6" to 12" to match the needs of Washington Township. Isolux will pay the materials and labor cost except for the difference from upgrading. The estimate as stated in the agreement for material change and 20% markup for possible trenching, patching, etc. is \$137,372.

Chris Wheeler from City Legal reported that a Reuters article was published right before the board meeting that related to this issue. According to the article, Isolux is taking steps to avoid bankruptcy. Mr. Wheeler recommend tabling the agreement until the next meeting in order to talk to the Mayor and with Isolux. Ms. Fleig and CBU Director Vic Kelson could see no drawbacks from tabling. Ms. Fleig says Isolux is up-to-date with reimbursements to CBU. Board decided to table until next meeting.

REQUEST FOR APPROVAL OF CONSULTING SERVICES AGREEMENT WITH WESSLER ENGINEERING FOR DILLMAN ROAD WWTP EFFLUENT FILTER IMPROVEMENTS

Vice President Sherman moved and Board Member Roberts seconded the motion to approve; motion carried, 7 ayes.

Brad Schroeder, Assistant Director of Engineering requested approval for agreement with Wessler Engineering. The Dillman Road plant requires upgrades such as replacement valve actuators going from pneumatic to electric and replacing old pump and valve flow meters. The cost as stated in the agreement is \$156,300.00 which includes design, evaluation, and construction management.

REQUEST FOR APPROVAL OF CONSULTING SERVICES AGREEMENT WITH FIELDS ENVIRONMENTAL FOR GRIFFY WATER PLANT ENVIRONMENTAL SERVICES

Board member Ehman moved and Board Member Roberts seconded the motion to approve; motion carried, 7 ayes.

Mr. Schroeder presented an agreement with Fields Environmental for \$14,875.00. He stated there are two parts to this agreement: cleaning up known environmental risks such as mercury and transformers carcasses perhaps containing PCB's, and secondly, general consulting on the future of the plant including an asbestos removal assessment.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: N/A

STAFF REPORTS:

Director Kelson remarked on the series of public information forums held March 19th-26 related to the annexation proposal that was held at City Hall. CBU staffed a table for 6 days, 2 hours each day. He thanked Mr. Schroeder and Nancy Axsom for assisting and mentioned that it seemed to go well.

Director Kelson's second remark was that CBU received final approval from IURC for the 2016 rate increase of 20.15%. CBU is currently in discussion with City Hall and IURC about when that will be implemented. CBU received the approval sooner than expected.

Director Kelson's third remark was that the results for DBP testing in March are back in the 20s so the adjustments appear to have done what we were hoping they would do

Efrat Feferman, Assistant Director of Finance reported on a call for artists' proposals for a mural on CBU's storage facility at 423 S Washington St. She mentioned that there will be a selection committee. Board member Roberts volunteered for the committee and said past projects from this funding source have been a benefit to the community. CBU will put \$500 towards this project which is similar to what was paid in previous years to cover graffiti on this building. Vice President Sherman asked if money from a City public arts fund could be used and Board member Roberts said CBU was not eligible since CBU financials are a separate entity than City financials.

President Frank congratulated CBU staff for their hard work on rate increase.

PETITIONS AND COMMUNICATIONS: N/A

ADJOURNMENT:

The meeting was adjourned at 5:36 p.m.

Samuel K. Frank, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON APRIL 17, 2017**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 04/13/17
USB: 04/17/2017
For Period: 03/18/17-03/31/17
G/L Date: 04/21/17

From: Kim Robertson
Dept. Accounts Payable
Date: 04/13/17

Paydate: 04/21/17

Utilities Department invoices filed with the City Controller April 13, 2017 and signed by the Utilities Service Board for payment April 21, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	124,378.18
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u><u>\$124,378.18</u></u>
Wastewater Operations & Maintenance	162,103.13
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u><u>\$162,103.13</u></u>
Stormwater	41,718.25
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u><u>\$41,718.25</u></u>
Total Water Utility:	<u><u>\$124,378.18</u></u>
Total Wastewater Utility:	<u><u>\$162,103.13</u></u>
Total Stormwater Utility:	<u><u>\$41,718.25</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$328,199.56</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 04/21/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Air Science USA, LLC	35774	ENG16-083 PURAIR 5-48 Ductless Fume Hood for Monroe WTP	4,343.00	4,343.00		
Alliance Of Indiana Rural Water	8011-Girdley	PUR17-130 Spring Conference Registration - Paul Girdley	155.00	155.00		
All-Phase Electric Supply, INC	0740-569000	2 Motor run capacitors for Jeffrey LS - LS, TD	21.76		21.76	
Aquaplates, INC	I8728	BP17-54 Modified mTEC Control Method: EPA 1603	181.39		181.39	
Astbury Gabriel Corp (ESG Laboratories)	17004375	Testing - Digester sludge, effluent & influent - 03/24/17-DR,ENV	171.00		171.00	
B&H Electric and Supply, INC	0299818	ENG17-016 Installation 8 LED High Bay lights & labor in SC garaq	3,163.94	1,265.58	1,898.36	
B&H Electric and Supply, INC	0299851	MN17-098 Electric motor for alum mixer Item#CDPT3440	1,052.28	1,052.28		
BBC Pump And Equipment Company, INC	30040285	TD17-95 Wet Kit with impeller 9.25 Part #S4P1000M3-4	2,907.12		2,907.12	
Black Lumber Co INC	317461	4 3/4 RSE Rope snap - PUR	11.96	4.78	7.18	
Black Lumber Co INC	318188	Ant traps - SC	13.47	5.39	8.08	
Black Lumber Co INC	318225	1 Sponge mop for cleaning garage - SW, TD	14.99	6.00	8.24	.75
Black Lumber Co INC	K17730	1 Roll of plastic for garage - stock - SW, TD	84.99	34.00	46.74	4.25
Bloomington Monroe County Convention Center	ADMIN17-044 CBU	ADMIN17-044 Taste of Bloomington 2017 booth fee for CBU	137.50	55.00	75.63	6.87
Bloomington Paint & Wallpaper Co	00366811	Paint, brushes, rags, buckets for painting hydrants - TD	375.46	375.46		
Bloomington Sandwich Co, LLC	DR17-034	DR17-034 - Lunch for LMC Training 3-15-17	119.29		119.29	
Brenntag Mid-South, INC	BMS613883	2 Barrels of potassium permanganate - 661.38 @ 3.80 4/26/17 - MN	2,513.24	2,513.24		
Chemtrade Chemicals Corporation	92061572	Alum - 11.119 @ 424.00 delivered 07/22/17 - MN	4,714.46	4,714.46		
Chemtrade Chemicals Corporation	92065060	Alum - 11.029 @ 424.00 delivered 03/29/17 - MN	4,676.30	4,676.30		
Chesley Associates, INC	6796	McCrometer SPI 2" electromagnetic flow meters-DR17-003	4,265.48		4,265.48	
City Of Bloomington Utilities	ACCT17-031	Replenish petty cash drawer - #1560-#1567 - ACCT	175.00	42.00	133.00	
Cloverleaf Tool Co	41452	TD17-100 1 set quick connect fiberglass poles, 3 prong grabber	536.20		536.20	
Commercial Service Of Bloomington, INC	S133364	RTU#1 Outdoor ambient temperature lockout replacement - SC	195.00	78.00	117.00	
Cummins Crosspoint, LLC	001-69478	Preventive generator maintenance - Dillman WWTP - 03/17/17 - DR	308.28		308.28	
Cummins Crosspoint, LLC	001-69479	Preventive generator maintenance - Blucher WWTP - 03/17/17 - BP	301.15		301.15	
Cummins Crosspoint, LLC	001-69480	Preventive generator maintenance - Monroe Intake 03/17/17 - MN	318.25	318.25		
Cummins Crosspoint, LLC	001-69934	Labor to repair transfer switch @ Tamarron LS generator - LS, TD	841.98		841.98	
Eco-Infrastructure Solutions, INC	8731	Caster wheel, tow bridal, brake pad & assy - truck #550 - TD	766.34		766.34	
Eco-Infrastructure Solutions, INC	8732	Compressor fittings, sleeves, axles w/gears & misc-truck #524-TD	1,731.34		1,731.34	
Eurofins Eaton Analytical, INC	S273850	Testing - LT-2 Cryptosporidium, Ecoli - MN	455.00	455.00		
Eurofins Eaton Analytical, INC	S274076	Testing - TTHM & HAA5 analysis - LAB, DR	1,710.00	1,710.00		
Everett J Prescott, INC	5205697	TD17-112 Home 2 Suites water/meter svc valves & flange kits	3,282.70	1,313.08	1,969.62	
Fastenal Company	INBLM197316	Restock supplies in machine - 03/24/17 - PUR	150.23	70.55	79.68	
Fastenal Company	INBLM197430	Eye bolts for Copperbeech LS & stock - TD	83.39		83.39	
Ferguson Enterprises, Inc	0082655	Manhole frames, gasketed lids, Hydrant kit, corp bend PUR17-134	3,306.89	3,306.89		
Ferguson Enterprises, Inc	0082655-1	PUR17-134 2995z Manhole Frame - Inventory	614.76	614.76		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 04/21/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Fisher Scientific Company, LLC	7021826	2 Glass microfiber filters - BP	351.11		351.11	
Fisher Scientific Company, LLC	7160047	pH electrode storage solution, buffer solution - BP	1,022.50		1,022.50	
Fisher Scientific Company, LLC	7160078	2 Phenylarsine oxide .00564N 4L - MN	676.30	676.30		
Fisher Scientific Company, LLC	7313547	DL17-0019 Petri dishes, membrane filters, polyfoam mailers	1,501.70	1,501.70		
Fisher Scientific Company, LLC	7685992	200 ML HP Syringe w/Luer-lok - MN	752.65	752.65		
Fowler Septic Service	ADMIN17-048	Refund for Domestic Waste tickets (company closed) - AR	350.71		350.71	
Greeley And Hansen, LLC	INV-0000490573	S17-6100-IU Health Sewer Modeling Study to 10/31/16 - ENG	9,988.04		9,988.04	
Gripp, INC	334163	S14-5805 - Monthly service for Wastewater flow monitoring -ENG	4,576.83		4,576.83	
HACH Company	10375966	Chlorine reagent pack for analyzer, wide mouth bottles - MN	535.32	535.32		
HACH Company	10382567	6 Free chlorine reagent kits, 2 rebuild kits for CL17 analyzer-MN	811.91	811.91		
HACH Company	10385728	Pocket colorimeter II for chlorine analysis - LAB, DR	473.67	473.67		
HACH Company	10386287	TU5200 Lab turbidity meter w/RFID (replaces 30 yr old tester)-MN	3,591.27	3,591.27		
Hall Signs INC	316651	PUR17-098 2 - 84" x 18" Wide Load Signs; no holes	139.60	55.84	83.76	
Harrell Fish, INC	W25618	S16-6000/DR17-023 Pressure reducer & BFP device repair	6,600.00		6,600.00	
HD Supply Facilities Maintenance - (USA Bluebook)	200108	DL17-0017 Lab supplies - glass microfiber filters 70 & 24 mm	625.86		625.86	
HD Supply Facilities Maintenance - (USA Bluebook)	200127	DL17-0016 Ammonia standard 1000 ppm as N 500 mL; stock #29456	36.49		36.49	
HD Supply Waterworks, LTD	G827574	PUR17-099 - Iron yoke bar, Rep clamp, valve box riser imp	457.20	457.20		
HD Supply Waterworks, LTD	G885610	PUR17-099 - 9 Rep clamps, 20 4-valve box riser imp	755.07	755.07		
HD Supply Waterworks, LTD	G887941	PUR17-111 480' 1x60' cu tube; 480' 3/4x60" cu tube	1,852.80	1,852.80		
HD Supply Waterworks, LTD	G912361	PUR17-107-Sewer pipe, Pit frames, 45 degree bends, meter pits	3,190.66	3,190.66		
HD Supply Waterworks, LTD	G936932	PUR17-133 Blue Line Locate Flags	200.00	200.00		
HP Products Corporation	I2982151	Roll towels, antimicrobial lotion soap - SC	60.84	24.34	36.50	
HP Products Corporation	I2989397	Tissue, M-fold towels, accuwipes - SC	446.89	178.76	268.13	
HP Products Corporation	I2990081	1 cs Anti-static spray - SC	63.95	25.58	38.37	
HTL Perma USA LP	I00134709	BP17-50 Automatic 3 mo grease lubricators for belt press #1&2	2,062.50		2,062.50	
Indiana Industrial Operators Association, INC	2529	ADMIN17-041 Course reg, annual dues, conference - R. Fiedler	685.00		685.00	
Indiana Rural Water Association, INC	17-07798	MN17-131 IRWA 2017 Spring Conf. - 1 day - S. Medsker	60.00	60.00		
Indiana Rural Water Association, INC	17-07802	MN17-132 IRWA Spring conf. Tuesday only - D. Wall	60.00	60.00		
Indiana Underground Plant Protection Service, INC	62905	Monthly per ticket fee for line locates - 02/01-02/28/17 - TD	1,446.85	578.74	868.11	
Ingersoll Rand Company	23917212	MN17-120 Oil and air filters f/IR Comp # 39907175 and 39588470	380.00	380.00		
Ingersoll Rand Company	23917213	MN17-119 Separator filters - 2 - Item #54595442	928.00	928.00		
Interstate All Battery Center of Bloomington, INC	1903301006589	2 Batteries for meter service - stock - MS, TD	67.50	27.00	40.50	
Interstate Battery System of Bloomington, INC	966440	MTP-96R Battery for lab van #787 - DR	105.00	105.00		
Irving Materials, INC	10385052	Concrete - Sewer - 2929 West 3rd Street - TD	179.00		179.00	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Irving Materials, INC	10385382	S17-6103 - Concrete - Dillman Road - TD	2,230.50		2,230.50	
Irving Materials, INC	10385579	Concrete - Storm @ 11th & Lincoln - SW, TD	354.50			354.50
Irving Materials, INC	10387481	S17-6103 - Concrete - 102 W Dillman Road - TD	6,013.50		6,013.50	
Irving Materials, INC	10387482	Concrete - Sewer @ 8th & Washington - TD	482.50		482.50	
Irving Materials, INC	10387746	Concrete - Sewer - 16th & Lincoln - TD	530.00		530.00	
Irving Materials, INC	60013521	S17-6103 - Concrete - Dillman Road - TD	2,519.25		2,519.25	
Irving Materials, INC	60013586	S17-6103 - Concrete - Dillman Road - TD	5,897.00		5,897.00	
Irving Materials, INC	60013662	S17-6103 - Concrete - Dillman Road - TD	5,664.00		5,664.00	
Irving Materials, INC	60013760	S17-6103 - Concrete - 102 W Dillman Road - TD	5,302.50		5,302.50	
Jack Doheny Companies, INC	C96402	TD17-140 1 8x62 top hose for truck 601	455.74	182.30	250.66	22.78
JCI Jones Chemicals, INC	716289	Sodium hypochlorite - 4,547 @ .7500 delivered 03/23/17 - MN	3,410.25	3,410.25		
JCI Jones Chemicals, INC	716377	Sodium hydroxide - 11.656 @ 524.00 delivered 03/24/17 - MN	6,107.74	6,107.74		
John Deere Financial (Rural King)	JRNL#F4690 4/62	Chain for chain saw, 10 4 1/2" metal cut off blades stock - TD	41.89	16.76	23.04	2.09
John Deere Financial (Rural King)	JRNL#F4710 1/62	Credit memo for returned chain, saw chain - TD	(3.00)	(1.20)	(1.65)	(.15)
KCI Technologies, INC	554528	D16-86 - Weimer Dam Evaluation & Design thru 12/31/16 - ENG	26,756.88			26,756.88
KCI Technologies, INC	558796	D16-86 - Weimer Dam Evaluation & Design thru 01/31/17 - ENG	14,418.96			14,418.96
Kingscote Chemicals, INC	218543	CS17-011 Bright Dyes leak detective packets - 100 ea w/o cards	87.55	87.55		
Kingscote Chemicals, INC	218927	TD17-133 Toilet leak detection tablets 5 boxes @38.82	204.49	204.49		
Kirby Risk Corp	S109179761.001	Misc bulbs, lamps, starter contact & heater assy - TD	1,471.80		1,471.80	
Kleindorfer Hardware & Variety	03/25/17 CBU	Misc parts & supplies - 03/01-03/23/17 - MN,DIR,TD,BP,DR,SW	1,077.92	312.26	757.52	8.14
Komline Sanderson Engineering Corporation	42034459	DM17-034 Belts for presses at Dillman plant	3,381.20		3,381.20	
Koorsen Fire & Security, INC	4163646	Quarterly Sprinkler inspection @ Service Center - SC	131.45	52.58	78.87	
Lawson Products, INC	9304643177	De-icer, fresh aerosol, connector, hex nuts, vanilla spray - BP	238.39		238.39	
Logical Concepts, INC (Omnisite)	55216	Monthly cellular fee for XR-50 OmniSite - 04/01-04/30/17 - ENG	1,150.00		1,150.00	
M.L. Johnson Company	29254	DR17-005 Greyline Doppler Flowmeter Clamp-On Ultrasonic SE4-ASen	2,074.03		2,074.03	
Madison County Council of Governments	ENG17-020	ENG17-020 Annual MS4 Annual Mtg 5/15/17 - P. Peden & K. Lindberg	130.00			130.00
Menards, INC	56972	Misc paint, brushes, pail, flex seal - MN	149.57	149.57		
Menards, INC	57733	Pipe primer, glue, hex bolts, nuts, washer, steel for tank#3 -MN	46.61	46.61		
Menards, INC	57746	Color sample, paint, brushes, drop cloth for painting - MN	63.79	63.79		
Menards, INC	57758	2 Gallons of paint to paint office & lab - MN	61.96	61.96		
Monroe Liberty, LLC	ADMIN17-049	50% of cost for installation of well @ 2201 W Fullerton Pk-DIR	2,500.00	2,500.00		
Northern Safety Co., INC	902348578	BP17-57- 1 Barrel spill platform and 1 YW ramp for 2 drum/lqr ec	672.58		672.58	
Nugent, INC (Utility Supply Company)	1213247	PUR17-128 Meter pit frame and lid #10 w/small nut 16@178.34	2,853.44	2,853.44		
Nu-Tec Roofing Contractors, LLC	5222708	WS17-20503 - Service Center Garage Roof thru 04/11/17 - ENG	69,640.00	27,856.00	41,784.00	
Paragon Micro, INC	759019	Samsung 22" LED monitor for Monroe Operators - MN, DIR	167.25	167.25		
R&S Plumbing, INC	S156952	MN17-101 Softener check in chemical building @ Monroe	153.00	153.00		

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Republic Services, INC	0694-001797411	Trash removal @ Dillman WWTP - 04/01-07/30/17 - DR	480.03		480.03	
Republic Services, INC	0694-001801802	Trash removal @ Monroe WTP - 03/01-03/31/17 - MN	99.75	99.75		
Republic Services, INC	0694-001801803	Trash removal @ Blucher WWTP - 03/01-03/31/17 - BP	99.75		99.75	
Richard's Small Engine, INC	252734	Fan kit, shroud, 10 amp switch for Scagg mower - DR	74.92		74.92	
Roderick Armes (PEI)	3289	DM17-042 - Service call - check & test fuel system alarm	130.50		130.50	
Roger L Staggs	MN17-056	MN17-056 Repair of poly room floor and ceiling underneath	18,250.00	18,250.00		
Rogers Group, INC	0071157109	#11 & #53 Stone - Stock - 3/6-3/10/17 - TD	896.66	358.66	538.00	
Saf Chemical Co., INC	167378	Aqua ammonia - 19,500 @ .1600 delivered 03/22/17 - MN	3,120.00	3,120.00		
Schneider Electric Systems USA, INC	93525170	MN17-051 2 Electrodes for Foxboro ph probes	249.05	249.05		
Smith Implements, INC	P45655	PUR17-082 Windshield, hitch receiver, after-market floor mats	639.06		639.06	
South Central Community Action Program INC	2017-03	Admin expense for Assistance Program - March 2017 - ACCT	263.51	105.40	144.93	13.18
Staples Contract & Commercial, INC	3315246509	Mouse pad - CS	5.50	2.20	3.30	
Staples Contract & Commercial, INC	3334015009	Desk pad calendar, pens, jumbo clips, post-its - PUR	21.41	8.56	12.85	
Staples Contract & Commercial, INC	3334015010	Acroball colors hybrid pen - PUR	6.70	2.68	4.02	
Staples Contract & Commercial, INC	3334015043	Thermal calculator tape, duracell AA, AAA, steno notebook - DR	63.71		63.71	
Staples Contract & Commercial, INC	3334662089	8 Multipack binder clips, notepad - PUR	11.06	4.42	6.64	
Staples Contract & Commercial, INC	3334662096	4 Canary paper - CS	8.96	3.58	5.38	
Staples Contract & Commercial, INC	3334662099	Office supplies for Accounting & Billings/Collections ACCT	122.37	48.95	73.42	
The MacExperience, INC	B90040	iPad & AppleCare for Lab @ Monroe - MN	428.00	428.00		
The Travelers Indemnity	E6R2094	PUR17-152 Insurance claim for 11/9/16 accident - Alyssa Wise	299.03	299.03		
Toric Engineering	4388	TD17-130 Replace 4 panelviews at Smith St Lift Station	3,185.86		3,185.86	
Toric Engineering	4390	TD17-102 One year service agreement for lift and booster station	7,821.36	3,128.54	4,692.82	
Toric Engineering	4410	TD17-116 Engineering services @ Grimes Lift Station	691.96		691.96	
United States Postal Service	3582-C	Replensih postage due account for PO Box 1216 Acct#1216-ACCT	500.00	200.00	300.00	
Utility Pipe Sales Co, INC	IN059554	PUR17-114 1"ball copr; 1" corp., ribbed meter pits; 10" SDR35	2,944.65	2,944.65		
Utility Pipe Sales Co, INC	IN059602	PUR17-081 Domestic brass nipples and domestic brass coupler	463.30	463.30		
Varidesk, LLC	IVC-2-134172	Varidesk Pro Plus 36 for K Powell - TD, DIR	395.00	158.00	237.00	
Varidesk, LLC	IVC-2-173466	Varidesk Pro Plus 36 for S McGlothlin - ENG, DIR	395.00	158.00	237.00	
Varidesk, LLC	IVC-2-173476	Varidesk Pro Plus 36 for K Robertson - ACCT, DIR	395.00	158.00	237.00	
Virtuoso Sourcing Group, LLC	20261	Collection agency fee - 10/07-10/13/15 - AR	218.07	87.23	130.84	
Virtuoso Sourcing Group, LLC	20486	Collection agency fee - 11/18-11/20/15 - AR	52.20	20.88	31.32	
Virtuoso Sourcing Group, LLC	20641	Collection agency fee - 12/17-12/30/16 - AR	371.10	148.44	222.66	
Virtuoso Sourcing Group, LLC	20702	Collection agency fee - 01/04-01/07/16 - AR	102.25	40.90	61.35	
Virtuoso Sourcing Group, LLC	20793	Collection agency fee - 01/25-01/28/16 - AR	165.25	66.10	99.15	
Virtuoso Sourcing Group, LLC	21003	Collection agency fee - 03/07/16 - AR	70.52	28.21	42.31	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 04/21/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Virtuoso Sourcing Group, LLC	21456	Collection agency fee - 06/10-06/14/16 - AR	43.07	17.23	25.84	
Virtuoso Sourcing Group, LLC	21625	Collection agency fee - 07/05-07/07/16 - AR	64.08	25.63	38.45	
Virtuoso Sourcing Group, LLC	21709	Collection agency fee - 07/19-07/28/16 - AR	73.53	29.41	44.12	
Virtuoso Sourcing Group, LLC	21889	Collection agency fee - 08/17-08/18/16 - AR	149.02	59.61	89.41	
Virtuoso Sourcing Group, LLC	22367	Collection agency fee - 11/25-11/28/16 - AR	48.04	19.22	28.82	
Virtuoso Sourcing Group, LLC	22368	Collection agency fee - 11/21/16 - AR	585.30	234.12	351.18	
Virtuoso Sourcing Group, LLC	22587	Collection agency fee - 01/04/17 - AR	13.54	5.42	8.12	
Virtuoso Sourcing Group, LLC	22657	Collection agency fee - 01/19-01/23/17 - AR	27.67	11.07	16.60	
Virtuoso Sourcing Group, LLC	22894	Collection agency fee - 03/01-03/13/17 - AR	116.89	46.76	70.13	
Virtuoso Sourcing Group, LLC	22982	Collection agency fee - 03/16-03/22/17 - AR	56.14	22.46	33.68	
Virtuoso Sourcing Group, LLC	22983	Collection agency fee - 03/29-03/31/17 - AR	56.36	22.54	33.82	
Water Environment Federation	9000445078	ADMIN16-276 Book and study guide for CSO Exam - J. Eller	149.00		149.00	
Xylem Water Solutions USA, INC	3556947324	DM17-016 3 wear stationary brass rings; 3 wear rotating rings	5,359.68		5,359.68	
Xylem Water Solutions USA, INC	3556947325	DM17-016Annual service-Pull pumps inspect wear rings; change oil	5,936.02		5,936.02	
Xylem Water Solutions USA, INC	3556947636	MN17-017 Filter backwash pump repair - new pumps	4,747.00	4,747.00		
Young Trucking, INC	91948	Hauling sludge from Blucher Poole - 03/13-03/16/17 - BP, ENV	1,971.60		1,971.60	
Young Trucking, INC	91949	Hauling sludge from Dillman WWTP - 03/13-03/14/17 - DR, ENV	8,664.50		8,664.50	
Young Trucking, INC	92020	Hauling sludge from Blucher Poole - 03/20-03/23/17 - BP, ENV	1,925.03		1,925.03	
Grand total:			328,199.56	124,378.18	162,103.13	41,718.25

ACH
INTERDEPARTMENTAL
MEMO

To: Utilities Service Board
Sub: Scheduled ACH payment

From: Kim Robertson
Dept. Accounts Payable
Date: 04/12/17

G/L DATE: 04/12/17

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	200,560.89
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00

Total of Water Utilities as per the claims list:	<u><u>\$200,560.89</u></u>
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Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	0.00
Wastewater Debt Reserve	0.00

Total of Wastewater Utilities as per the claims list:	<u><u>\$0.00</u></u>
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the claims list:	<u><u>\$0.00</u></u>
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Total Water Utility:	<u><u>\$200,560.89</u></u>
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Total Wastewater Utility:	<u><u>\$0.00</u></u>
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Total Stormwater Utility:	<u><u>\$0.00</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$200,560.89</u></u>
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ACH - Bank of New York - 2011 SRF Loan Payment - April, 2017

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 04/12/17

SRF Payment

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking
Bank Of New York	ACCT17-112-4	SRF Bloomington TAS#610026-2011 SRF Loan - APR 2017	200,560.89	200,560.89
Grand total:			200,560.89	200,560.89

**UTILITIES SERVICE BOARD MOTION
MEETING ON APRIL 17, 2017
UTILITY BILLS**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 04/10/17
USB: 4/17/2017
For Period: 03/30/17 - 04/10/17
G/L Date: 04/10/17

From: Kim Robertson
Dept. Accounts Payable
Date: 04/10/17

Paydate: 04/10/17

Utilities Department invoices filed with the City Controller April 10, 2017 and signed by the Utilities Service Board for payment April 10, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	93,511.71
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u><u>\$93,511.71</u></u>
Wastewater Operations & Maintenance	95,476.04
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u><u>\$95,476.04</u></u>
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u><u>\$0.00</u></u>
Total Water Utility:	<u><u>\$93,511.71</u></u>
Total Wastewater Utility:	<u><u>\$95,476.04</u></u>
Total Stormwater Utility:	<u><u>\$0.00</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$188,987.75</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 04/10/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Wastewater	
				Water O&M	O&M
AT&T	331-1353 03/17	Service - 812-331-1353 03/22-04/21/17 - SC	135.85	54.34	81.51
AT&T	331-5400 03/17	Service - Centrex main line - 812-331-5400 - 03/22-04/21/17-SC	7,252.09	2,900.84	4,351.25
Duke Energy	04/10/17	Service - March - April 2017 - LS, BS, TD, DR, MN	158,229.58	90,274.08	67,955.50
Smithville Telephone Co Inc	04/02/17 BP	Service - Blucher, fax, modem - 03/02-04/01/17 - BP	285.27		285.27
Smithville Telephone Co Inc	04/02/17 DR	Service - Dillman, fax - 03/02-04/01/17 - DR	239.20		239.20
Smithville Telephone Co Inc	04/02/17 MN	Service - Monroe, fax, Intake, Internet - 03/02-04/01/17 - MN	282.45	282.45	
South Central Indiana REMC	2093400200 3/17	Service - Blucher Poole WWTP - 02/20-03/20/17 - BP	21,630.31		21,630.31
Utilities District of Western Indiana REMC	52184-001 04/17	Service - Fieldstone LS - 03/01-04/01/17 - LS	802.00		802.00
Utilities District of Western Indiana REMC	75843-001 04/17	Service - Stonechase LS - 03/01-04/01/17 - LS	131.00		131.00
Grand total:			188,987.75	93,511.71	95,476.04

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF MARCH, 2017

INDIANA DEPARTMENT OF REVENUE (SALES TAX - FEBRUARY 2017)	\$54,035.30
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INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 1ST QUARTER UTILITY RECEIPTS TAX	\$0.00
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NPC CHARGE CARD FEES - FEBRUARY, 2017	\$16,810.52
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FIRST FINANCIAL ACCOUNT ANALYSIS FEES - FEBRUARY, 2017	\$1,647.29
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GROSS PAYROLL	\$289,462.27
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4/13/2017 FICA TAX 4/13/2017	\$20,838.80
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<u>TOTAL</u>	<u>\$382,794.18</u>
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UTILITIES SERVICE BOARD MOTION
MEETING ON APRIL 17, 2017
CUSTOMER REFUNDS

To: Utilities Service Board
Dept.
Sub: Claims list filed: 04/10/17
USB: 04/17/2017
For Period: 03/29/17 - 04/10/17
G/L Date: 04/21/17

From: Kim Robertson
Dept. Accounts Payable
Date: 04/10/17

Paydate: 04/21/17

Utilities Department customer refunds filed with the City Controller April 10, 2017 and signed by the Utilities Service Board for payment April 21, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u>\$0.00</u>
Wastewater Operations & Maintenance	1,030.84
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u>\$1,030.84</u>
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u>\$0.00</u>
Total Water Utility:	<u>\$0.00</u>
Total Wastewater Utility:	<u>\$1,030.84</u>
Total Stormwater Utility:	<u>\$0.00</u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u>\$1,030.84</u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 04/21/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Allano Inc	40643-001	Customer refund	\$11.55	24565	Adjustment from misread meter		\$11.55	
Crider & Crider Inc	200704-001	Customer refund	\$565.53	24566	Temp. Hydrant Deposit		\$565.53	
Candace M Lagana	41640-003	Customer refund	\$2.82	24567	Adjustment from misread meter		\$2.82	
Chaunte Rachelle Miles	35075-022	Customer refund	\$62.71	24568	Overpayment on bills since Nov. 2016		\$62.71	
Shedegar Construction	2000215-005	Customer refund	\$388.23	24569	Temp. Hydrant Deposit		\$388.23	
			<u>\$1,030.84</u>			<u>\$0.00</u>	<u>\$1,030.84</u>	<u>\$0.00</u>
			<u>\$1,030.84</u>					



MEMORANDUM

TO: Mike Rouker
FROM: Jane Fleig
DATE: March 29, 2017
RE: Contract for Engineering Services

Funding Source: 0009-00-900008-047420

Total Dollar Amount of Contract: \$ 137,372.00

Expiration Date of Contract: COMPLETION

Department Head Initials of Approval: VAK

Due Date For Signature: 3/31/2017

Record Destruction Date (Legal Dept to fill in): 10 YRS. FROM COMPLETION

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: MICHAEL ROUKER

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Summary of Contract:

For I69 project the existing 6" water main located in the State Highway Limited Access Right of Way from N State Road 37 Business Ramp to Wylie Road shall be moved alongside Mel Currie Pike and Showers Road. CBU requires that this new water main be increased to 12" in diameter. CBU is responsible for this betterment.

UTILITY REIMBURSEMENT AGREEMENT

Unit 3 (Showers Road)

Agreement Amount: \$ 15,000.00

Agreement Type: Utility Reimbursement

Project No. 1297885

Work Description: Design & Construction

Road: I-69, Section 5 at Showers Road

County: Monroe County, IN

THIS AGREEMENT, effective this ____ day of _____, 2017, is entered by and between the CITY OF BLOOMINGTON UTILITIES (hereinafter referred to as "CBU"), a public utility corporation, and ISOLUX CORSAN, LLC, a Texas limited liability company, with an address to this effect at 1154 Sunrise Greeting Court Ste. #201, Bloomington, IN 47404 (hereinafter referred to as "ICLLC").

RECITALS:

- A. ICLLC is presently making improvements to certain real estate located in Indiana Public road right of way including but not limited to, public roads in Indiana near and/or along the I-69, Section 5 project Area at Mel Currie Road, Showers Road, Ellis Road and Wylie Road in Monroe County, Bloomington, Indiana.
- B. ICLLC desires to relocate certain CBU water infrastructure including a 6" water main located in the State Highway Limited Access Right of Way from N State Road 37 Business Ramp to Wylie Road to new locations at Mel Currie Road, Showers Road, Ellis Road, Wayport S.E. Access Road and Wylie Road(the 'Project') along with any and all improvement thereto which, upon completion and acceptance of the relocated facilities, become a part of CBU service distribution system enabling present and future owners and occupants of the property to enjoy the benefits of CBU service.
- C. CBU is agreeable to incorporating such relocated and improved water

infrastructure into its systems upon completion and acceptance of such relocations and improvements where ownership of the relocated and improved facilities passes to CBU without encumbrance.

WITNESSETH

In consideration of the premises contained herein the parties agree as follows:

1. The Work based on the engineering plans and data is made available by ICLLC, the accuracy of which is the responsibility of the ICLLC. In order to perform the work, ICLLC hired DLZ Indiana, LLC ("DLZ"), an engineering company approved by CBU, for professional engineering services. Said company is in charge of reviewing and making comments regarding the design of the water infrastructure relocations. As it relates to the design of the water infrastructure relocations, DLZ will take direction from CBU. CBU will give the final approval of said design work, including approval of the engineering plans and data, which approval shall not be unreasonably withheld. Such plans and specifications are set forth in Exhibit A, attached hereto and incorporated by reference herein. CBU acknowledges that DLZ is the engineering firm of record for ICLLC for the I-69 Section 5 Project. CBU waives any conflicts arising from the pre-existing relationship of DLZ and ICLLC, if any.
2. ICLLC agrees to construct the water infrastructure relocations and improvements (the 'Project') in accordance with Exhibit A, using pipeline and other materials which have been approved by CBU. ICLLC also agrees to contract with a water infrastructure installation contractor who has been approved by CBU. Such approvals by CBU shall not be unreasonably withheld.

3. The existing 6" water main located in the State Highway Limited Access Right of Way from N State Road 37 Business Ramp to Wylie Road shall be moved alongside Mel Currie Pike and Showers Road. CBU requires that this new water main be increased to 12" in diameter. CBU shall be responsible for this betterment at a cost not to exceed \$137,372.00, which is the difference in materials and appurtenances of \$114,477.00 plus an additional 20%. CBU shall remit payment to ICLLC within thirty (30) days after the betterment set forth in this Section 3 is complete, said completion to be agreed between ICLLC and CBU.
4. If necessary to materially relocate any utility, ICLLC agrees to provide an easement of proper width and with adequate separation from other utilities to CBU, including but not limited to: a) purchasing the easement; b) preparing the easement plat; c) preparing the "Deed of Easement"; d) coordinating with the property owners to obtain their signatures, and e) providing original documents to CBU for approval. CBU has the right to review and approve the placement of other utilities in these easements; provided, however, that CBU's review and approval shall be in accordance with the standards set forth in the City of Bloomington Construction Specifications for Wastewater, Water, and Storm Projects (Dated April 20, 2012), and the INDOT Utility Accommodation Policy.
5. ICLLC shall issue payment to CBU within thirty (30) days after ICLLC's receipt of the properly completed Application for Payment (and all supporting documentation) submitted by CBU and if the Application for Payment is undisputed, accurate, and complete. CBU shall not issue the final Application for Payment until it has completed all its services which include, but are not limited

to, inspection, testing, and final acceptance of the water infrastructure relocations. CBU will charge for said services, as set forth in Exhibit B, in the estimated amount of \$15,000.00. The parties acknowledge that this is simply an estimate and shall not act as a bar to CBU submitting Payment Applications for amounts in excess of such estimate. Nevertheless and without prejudice to the herein stated, the excess regarding the estimate may not exceed 200% of the given estimate, and CBU agrees to notify ICLLC when it becomes aware the estimate is likely to exceed the original estimated amount of \$15,000.00. ICLLC explicitly recognizes that CBU has provided services in relation to this agreement and previous to execution of this Agreement, said previously provided services shall be charged against the estimated cost described in this Section 4. ICLLC shall issue payment to CBU within thirty (30) days after receipt of the completed, accurate, and undisputed Application for Payment for all services rendered by CBU prior to execution of this Agreement. Notwithstanding anything to the contrary herein, in the event that a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be deemed to be due on the first Business Day thereafter. Any Application for Payment under this Agreement shall be accompanied by supporting documentation sufficient to justify said application.

6. ICLLC shall not commence construction until it has received CBU's written authorization to proceed, which shall not be unreasonably withheld. ICLLC shall coordinate its construction schedule with CBU in order that CBU can have an inspector assigned and available at appropriate times to determine the acceptability of the workmanship and compliance with Project plans and specifications as the

work progresses. CBU's inspectors and engineers shall have free and unrestricted access to work being performed on the Project, subject to Subsection 5a below, and shall have the authority to order removed any defective material and to require repair or reconstruction of any defective workmanship at ICLLC's cost. Any such removal or repair requests shall be in keeping with the same standards of practice or construction methods that CBU customarily would apply to water relocations if the same were constructed by CBU at its own expense.

a. CBU employees, agents, contractors, or subcontractors who visit the site(s) shall abide by the safety requirements of the I-69 Section 5 project and the safety rules, orders, and regulations of ICLLC safety staff. Failure to abide by such safety requirements or the rules, orders, or regulations of ICLLC safety staff may result in the CBU employee, agent, contractor, or subcontractor being asked to leave the site until safety requirements are met.

7. Upon satisfactory completion of the Project and after the water infrastructure installation contractor's successful testing of the water infrastructure and approval of all work including restoration, CBU will advise ICLLC in writing of its acceptance of the Project, if the following prerequisites have been achieved to the satisfaction of CBU: a) ICLLC has provided a one year warranty against defective work and defective material which warranty commences after ICLLC has received written approval from CBU that the Project is satisfactorily complete; and b) the Project is free of all liens and/or other claims later arising, against which ICLLC agrees to hold CBU harmless.

8. ICLLC represents, warrants and agrees as follows:

- a. All rights, titles and interests in and to the water infrastructure relocations installed hereunder and all appurtenances thereto installed in public ways and easements shall vest in CBU upon CBU's acceptance thereof and such facilities shall be and remain wholly in the possession and under the control of CBU upon such acceptance. ICLLC shall execute a transfer document to CBU, substantially in the form attached hereto as Exhibit C.
- b. In the event ICLLC fails to complete the Project, it will have no claim against CBU with respect to the work that has been completed and the materials that have been installed, it being agreed that CBU shall have the right, at its option, to take control and ownership of the work completed in the interest of providing utility service to its Customers as it existed prior to the Project.
- c. ICLLC shall hold CBU harmless and indemnify it against any claims, demands, cost and expenses (including reasonable attorney fees and court costs), directly or indirectly arising from and out of all activities of ICLLC and its contractor(s), subcontractor(s) and materialmen, contemplated hereunder.
- d. All water infrastructure relocations and appurtenances thereto installed hereunder shall be installed within a publicly dedicated right of way, or easement purchased by ICLLC and given to CBU as set forth in paragraph 3.
- e. ICLLC shall be responsible for any permits or licenses, including, but not limited to, railroad crossing and erosion and sediment control, and for compliance with all environmental and construction regulations. This explicitly means all permits and/or licenses required by the Indiana Department of Environmental Management, except for the necessary permits

and/or licenses that have been obtained by any third party.

- f. This contract shall not be assigned by ICLLC, without CBU's written consent, to any third party prior to completion of the water infrastructure and acceptance of same by CBU, except as otherwise stated in this contract.
9. The term of the Agreement is from date of execution to acceptance of the Project by CBU. However, if ICLLC fails to commence construction within one (1) year after execution, the Agreement will terminate.
10. The parties agree to the following additional provisions:
- a. The construction and performance of this Agreement shall be governed by and construed in accordance with laws of the State of Indiana. Any and all claims that may be brought by either party under this agreement must be brought in a Monroe County, Indiana court. ICLLC consents to jurisdiction in Monroe County, Indiana.
 - b. If any paragraph, clause, or provision of this Agreement is held invalid by a court of law, such holding of invalidity shall not affect the validity of the remaining paragraphs, clauses and provisions hereof.
 - c. This Agreement supersedes all previous agreements, oral or written, between ICLLC and CBU with respect to the above identified water infrastructure located at Showers Road and represents the whole and entire contract between the parties. It may not be altered, modified, amended or rescinded except in writing properly executed by an authorized representative of ICLLC and CBU.
 - d. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this contract by the parties, their successors and assigns shall

not be deemed a waiver of any rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this contract. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall constitute a continuing waiver only when the writing so states. Such waiver shall be limited to provisions of this contract specifically referred to therein and shall not be deemed a waiver of any other provision.

11. As an Indiana public utility, CBU has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, public roads at I-69, Section 5 project at Showers Road; and

12. It is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement.

13. Transfer and Assignment:

CBU acknowledges, recognizes and accepts that ICLLC has the obligation of naming Indiana Finance Authorization (hereinafter referred to as "IFA") and I-69 Development Partners LLC (hereinafter referred to as "Developer") as third party beneficiaries hereof and hereby agrees to the assignment of ICLLC's right, title and interest hereunder to IFA or Developer without the necessity of CBU's consent.

CBU also acknowledges, recognizes and accepts that IFA and Developer shall have

no liability under this agreement unless and until IFA or Developer receive a written assignment of ICLLC's interests in this Agreement and assume in writing ICLLC's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

CITY OF BLOOMINGTON UTILITIES:

ISOLUX CORSAN, LLC

Sam Frank, president
Utility Service Board

Signature

Vic Kelson, Director
Bloomington Utilities

Name, Printed or Typed



John Hamilton, Mayor
City of Bloomington

Position

CITY OF BLOOMINGTON
Controller

Reviewed by: 

DATE: 3-30-17

FUND/ACCT: 009-10005 4742

CITY OF BLOOMINGTON Legal Department Reviewed By: MICHAEL ROWER DATE: 3/30/17

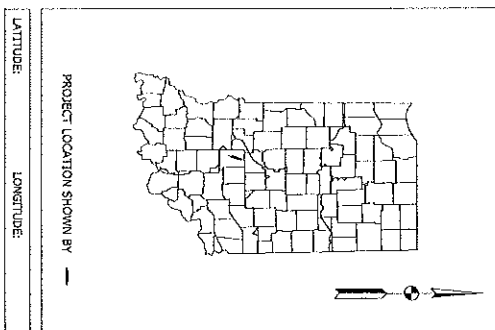
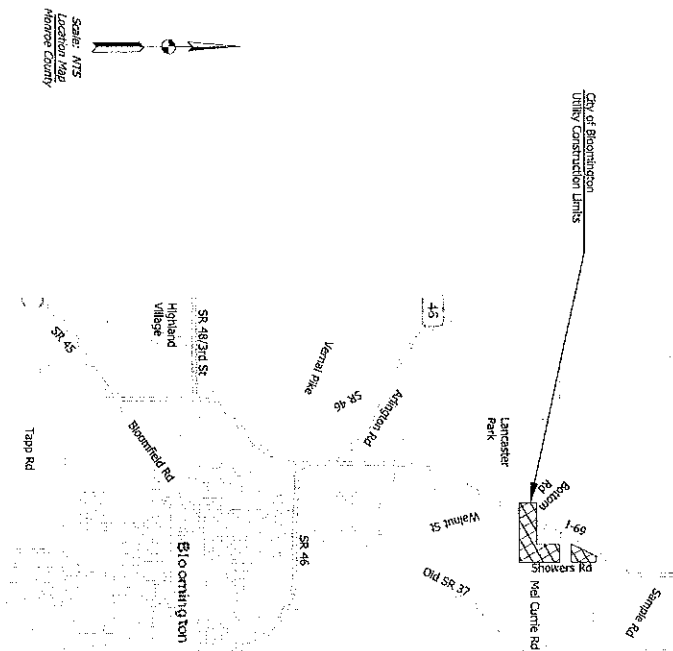
EXHIBIT A – PLANS AND SPECIFICATIONS

Drawing Index	
Sheet No.	Description
1	Cover Sheet
2	General Notes & Detail Sheet
3-4	Detail Sheets
5-11	Water Line "W-15"
12-13	Water Line "W-16"
14	Water Line "W-17"
15-18	Utility Access Sheets
19-21	Notes to Plans Sheets

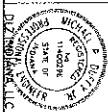
CITY OF BLOOMINGTON

UTILITY PLANS

SHOWERS ROAD WATER RELOCATION UNIT 3



Noted By: ajungmann 1/9/2017 12:09:15 PM



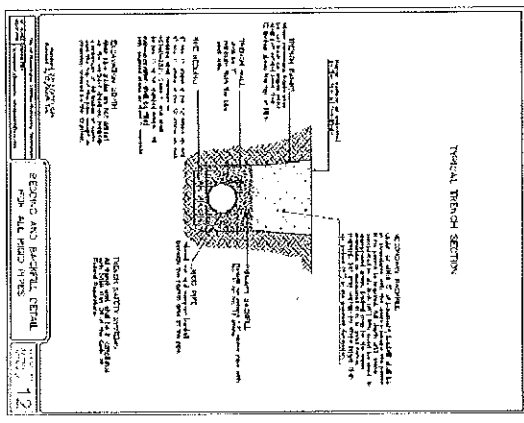
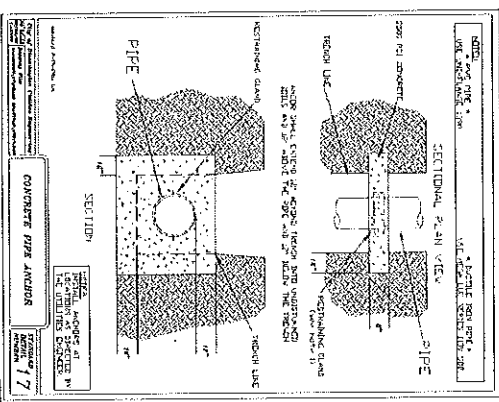
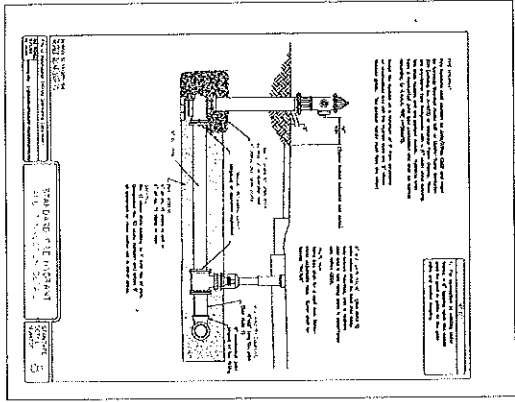
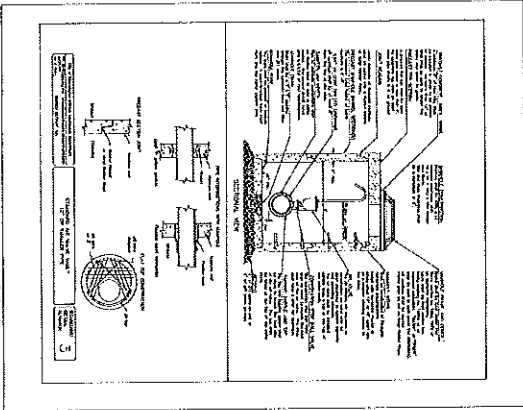
PLANS
REVIEWED BY: D.L. Indemna, LLC
317.693.4120
DESIGNED BY: D.L. Indemna, LLC
10/14/2017
DATE: 10/14/2017
CITY OF BLOOMINGTON
DATE: 10/14/2017

SHEET NO.		SHEET NO.	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
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49	50	51	52
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61	62	63	64
65	66	67	68
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73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

Abbreviations	
R/W	Right of Way
L.A. R/W	Limited Access Right-of-Way
A.C.L.	Access Control Line
C.L.T.F.	Chain Link Type Fence
F.C.T.F.	Form Field Type Fence
APP. P.L.	Apparent Property Line
APP. EXIST. R/W	Apparent Existing Right-of-Way
6	Beginning L.A. R/W
E	Ending L.A. R/W
N.E.P.L.	No Evidence of Property Line
P.G.	Profile Grade
N.B.	Northbound
S.B.	Southbound
O.H.L.	Operation Maintenance Limits

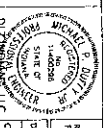
General Notes

- Utilities shall be constructed per current City of Bloomington Construction Specifications and Standard Details.
- For restraint joint calculations the ESDA Restraint Joint Calculator was used.
Inputs into the program were:
DUCTILE IRON PIPE AND PVC PIPE
a. Soil Type (SM)
b. Safety Factor (1.5)
c. Trench Type (S)
d. Trench Depth (200 FSD) (Ductile Iron Pipe)
e. Test Pressure (100 PSI) (PVC Pipe)
*Should conditions vary from assumptions listed above, contractor shall immediately notify the engineer
- Water mains shall be Polywrapped Ductile Iron Pipe
- Profiles separation of water mains from sanitary sewers, storm sewers, or potential sources of contamination in accordance with 327 IAC Article 8. Should the contractor determine these requirements are not met, the owner, City of Bloomington Utilities (CBU) and Engineer shall be notified immediately for further direction.
- All valves shall be operated by CBU unless permission is specifically granted in writing.
- Proposed water main locations are approximate only. That existing utilities or other obstacles may affect the exact alignment and grade of the water main shall be the contractor's responsibility. The contractor shall be responsible for determining the exact location of all existing utilities, water mains, and water service lines. All water mains shall be installed in accordance with manufacturer's maximum recommended pipe deflection angle.
- The trench shall be safety opened sufficiently ahead of pipe laying to reveal potential obstructions. The trench shall be properly protected and/or barricaded in accordance with OSHA requirements.
- The contractor shall coordinate with the City of Bloomington for their forces to install the new water meter pits, setters and new water meters.
- The contractor shall be responsible for all tests for leakage, infiltration, and deflection as controlled by CBU. Any sections of water main not passing said tests for acceptance shall be repaired or replaced by the contractor.
- Coordinate work with CBU, all other contractors, and utilities performing work in the area prior to construction.



Sequence of Waterline Tie-in Connection

1. Install Wet Tap and Valve
2. Install Line Section(s) and Blind Flange
3. Connect to New Waterline



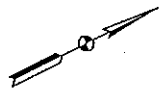
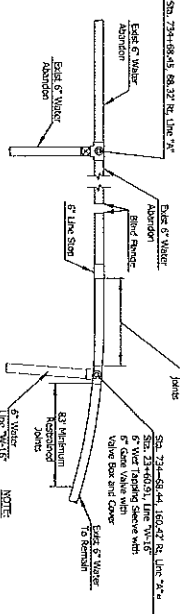
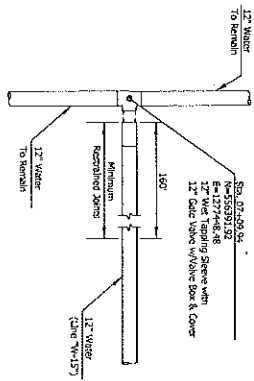
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SIGNATURE	DATE
DATE	DATE

INDIANA
DEPARTMENT OF TRANSPORTATION
GENERAL NOTES AND
DETAIL SHEET

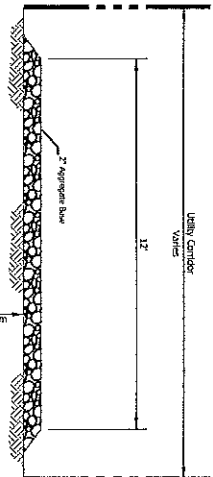
SCALE	BRIDGE FILE
AS SHOWN	DESIGNATION
SHEET NO.	SHEET
CONTRACT	PROJECT
10780	10780

Revisions

Date	Sheet No.	Description



NOTE:
LINE STOP TO BE NO CLOSER
TO THE HOT TAP THAN A
DISTANCE OF 10 TIMES THE
PIPE DIAMETER.
MECHANICALLY RESTRAIN ALL
JOINTS ON LINE STOP SIDE
OF HOT TAP.



UTILITY ACCESS CORRIDOR

WATER LINE TIE-IN CONNECTION

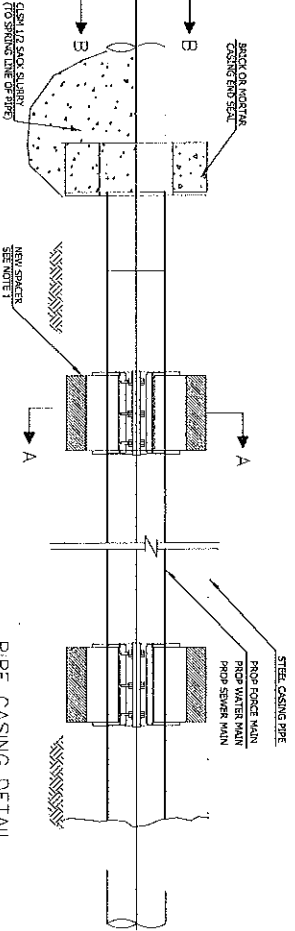
LINE "W-15"

DETAIL 1

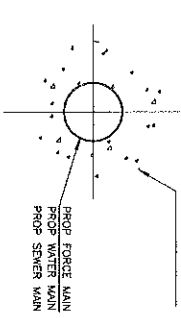
WATER LINE TIE-IN CONNECTIONS

LINE "W-14"

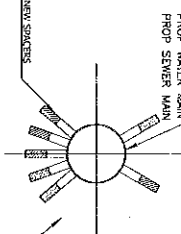
DETAIL 3



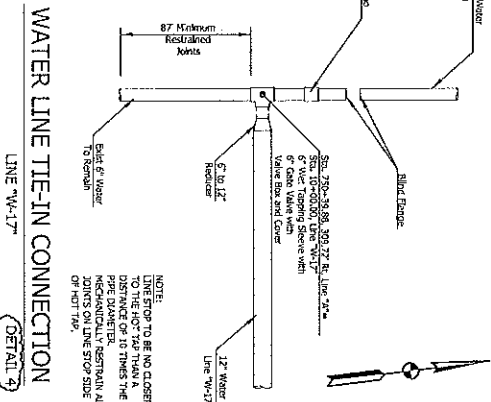
PIPE CASING DETAIL (SECTION ALONG CENTERLINE OF PIPE)



SECTION B-B



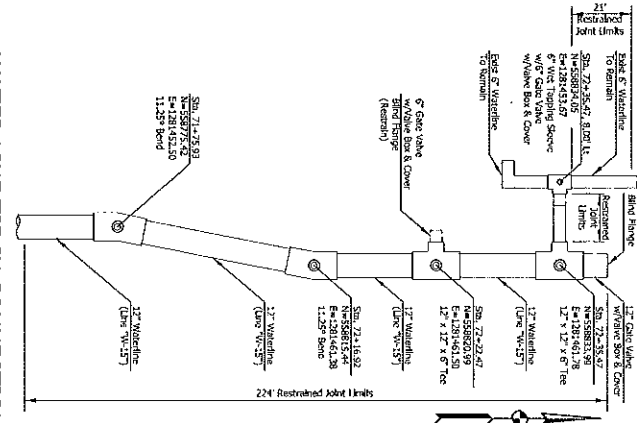
SECTION A-A



WATER LINE TIE-IN CONNECTION DETAIL 2

NOTE:
LINE STOP TO BE NO CLOSER
TO THE HOT TAP THAN A
DISTANCE OF 10 TIMES THE
PIPE DIAMETER.
MECHANICALLY RESTRAIN ALL
JOINTS ON LINE STOP SIDE
OF HOT TAP.

WATER LINE TIE-IN CONNECTION DETAIL 3

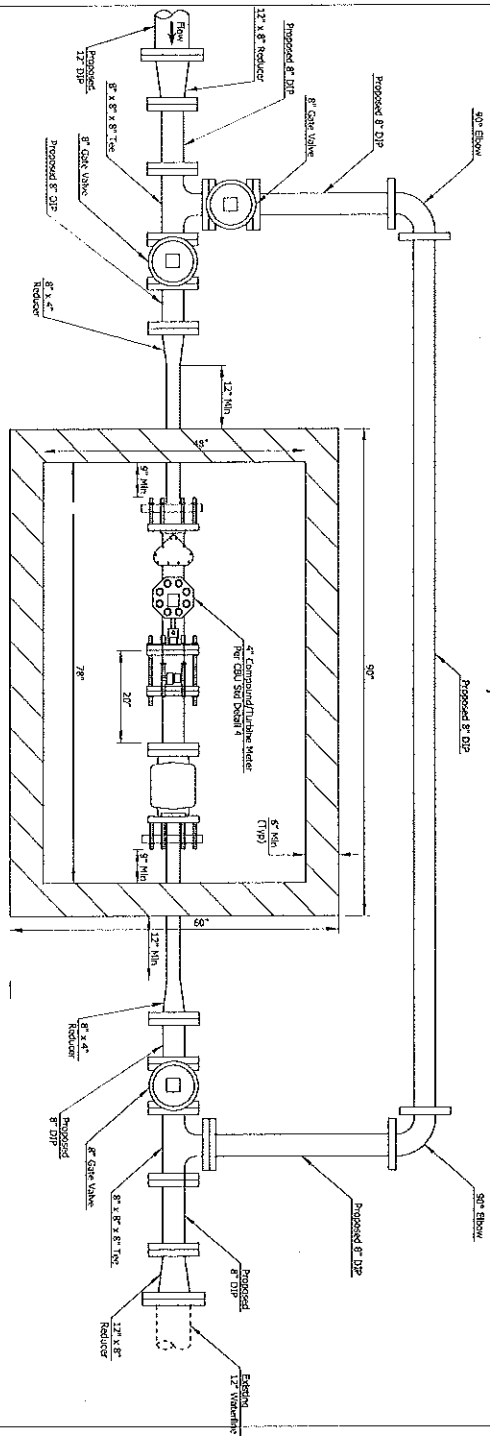


DESIGNED BY	DATE
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IN CHARGE	DATE

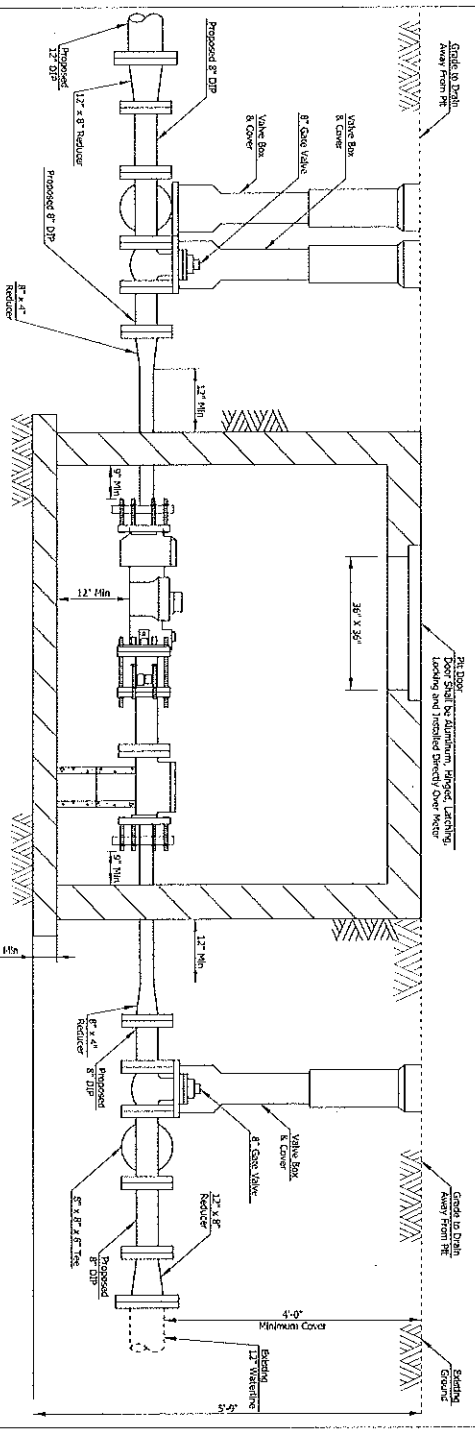
INDIANA
DEPARTMENT OF TRANSPORTATION

PROJECT	32080
SHEET NO.	1 OF 21
DATE	11/25/00
BY	DAVID L. SMITH
CHECKED BY	DAVID L. SMITH
IN CHARGE	DAVID L. SMITH

STATION 16+15.57, LINE "W-17"

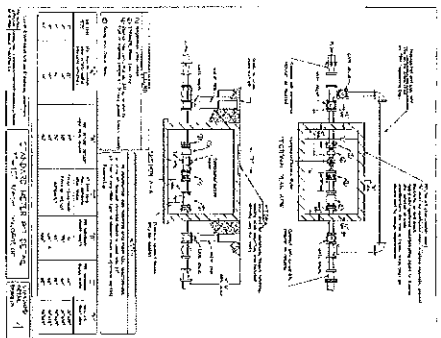


PLAN VIEW
N.T.S.

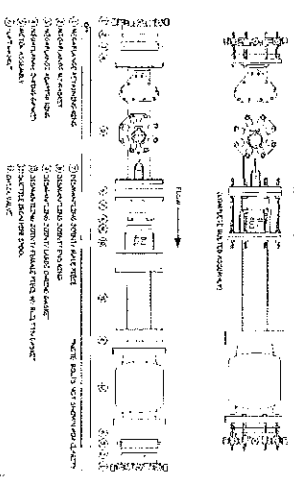


SECTION VIEW
N.T.S.

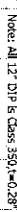
DETAIL 5



CPU STANDARD METER ASSY EXPLODED VIEW



<p>INDIANA DEPARTMENT OF TRANSPORTATION</p>		<p>SCALE INCHES TO FEET</p>	
<p>DESIGNED BY: [Name] CHECKED BY: [Name] DATE: [Date]</p>		<p>PROJECT NO.: [Number] SHEET NO.: [Number] SHEET TOTAL: [Number]</p>	
<p>DEPARTMENT OF TRANSPORTATION</p>		<p>INDIANA</p>	



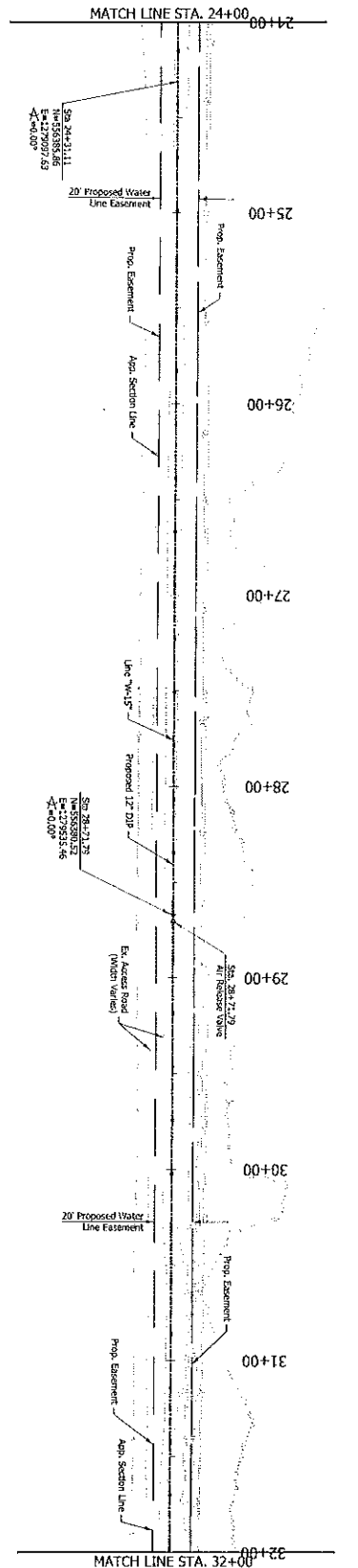
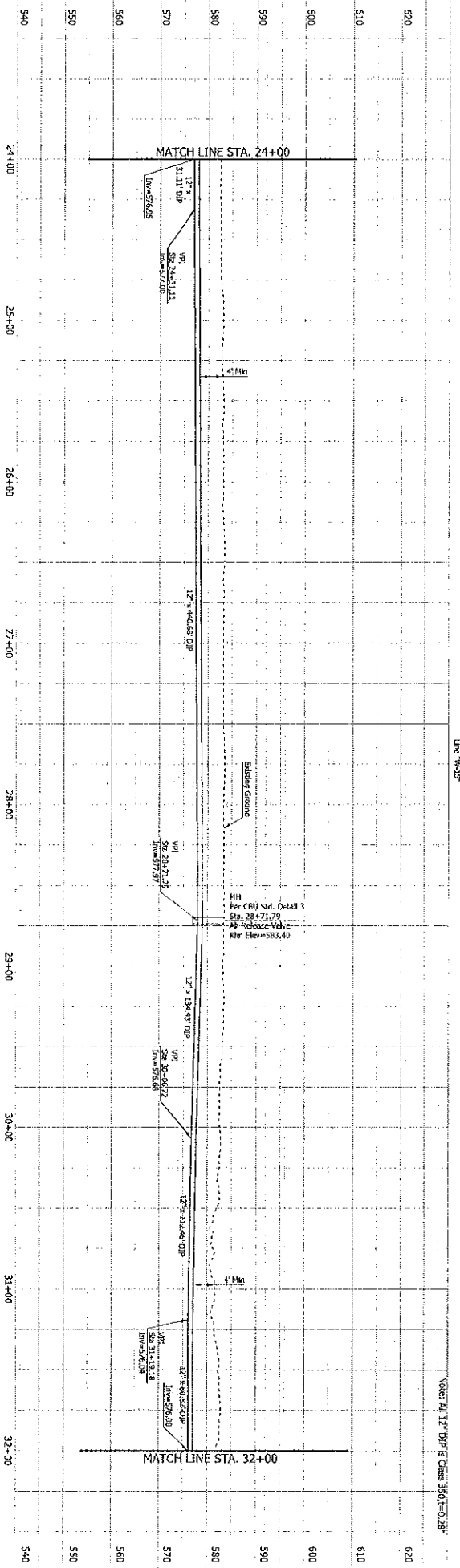
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CONTRACT	PROJECT	41 of 21
		1247845

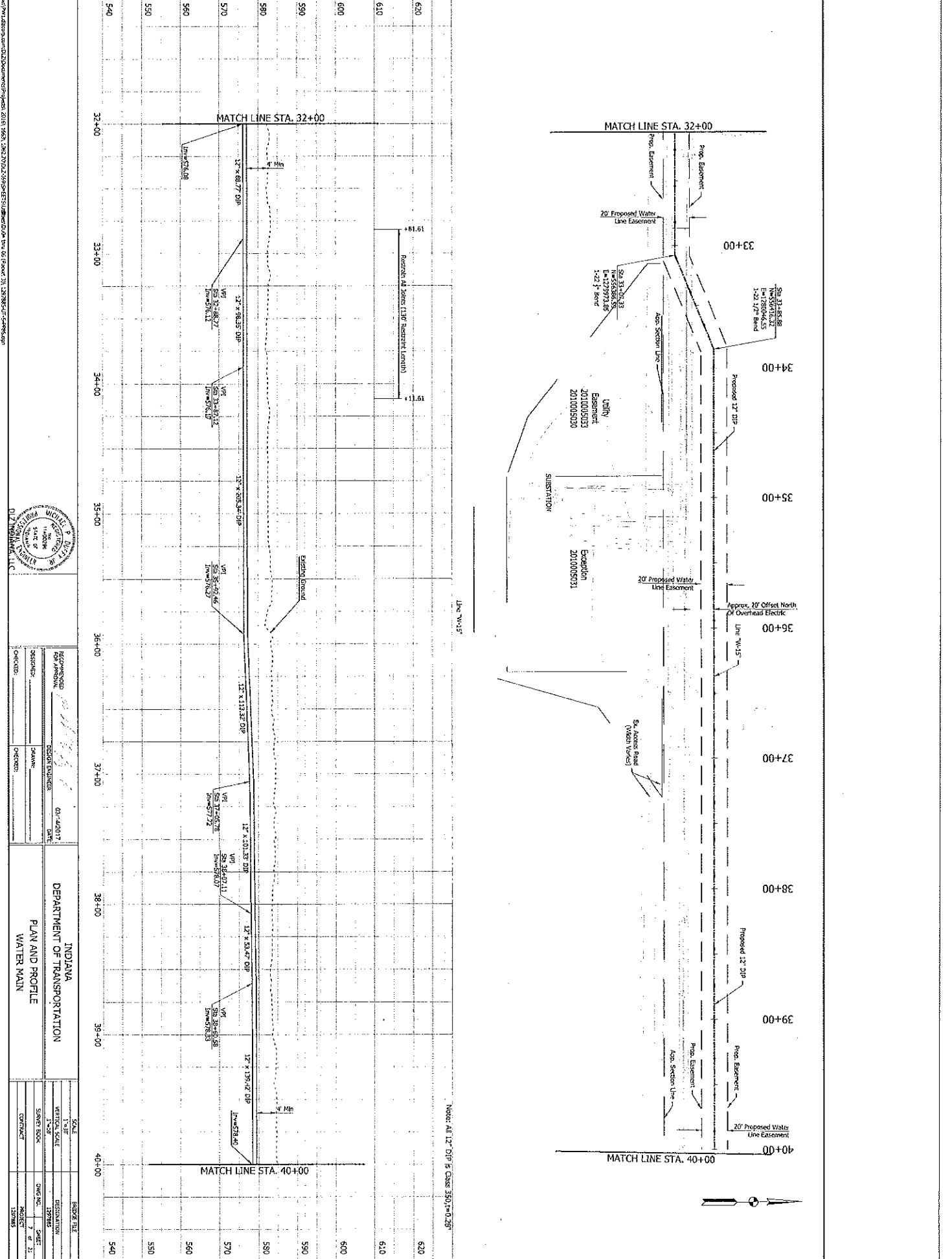


DESIGNED BY	ENGINEER	DATE
CHECKED BY	CHECKED	

INDIANA
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE
WATER MAIN

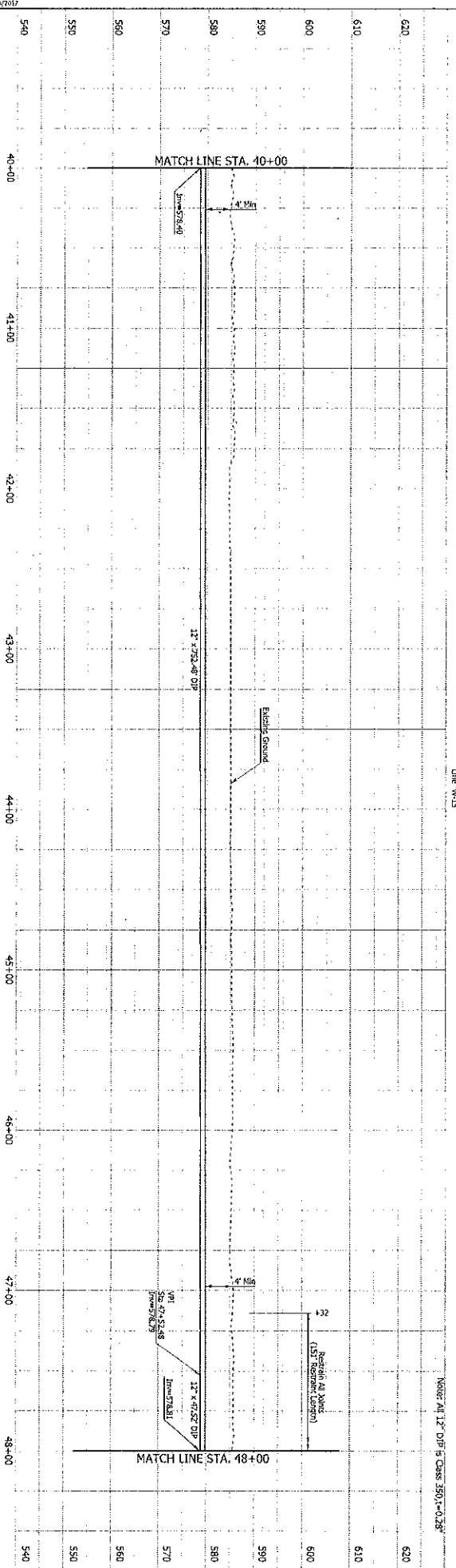
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VERTICAL SCALE	1"=4'	
PLAN SCALE	1"=40'	
DATE	10/1/2017	
DESIGNED BY	ENGINEER	
CHECKED BY	CHECKED	





DESIGNED BY	DATE
CHECKED BY	DATE
DESIGNED BY	DATE
CHECKED BY	DATE

INDIANA DEPARTMENT OF TRANSPORTATION	
PLAY AND PROFILE WATER MAIN	
SCALE	HORIZONTAL SCALE
VERTICAL SCALE	1"=20'
SHEET NO.	2 OF 2
DATE	10/10/17
PROJECT	123456





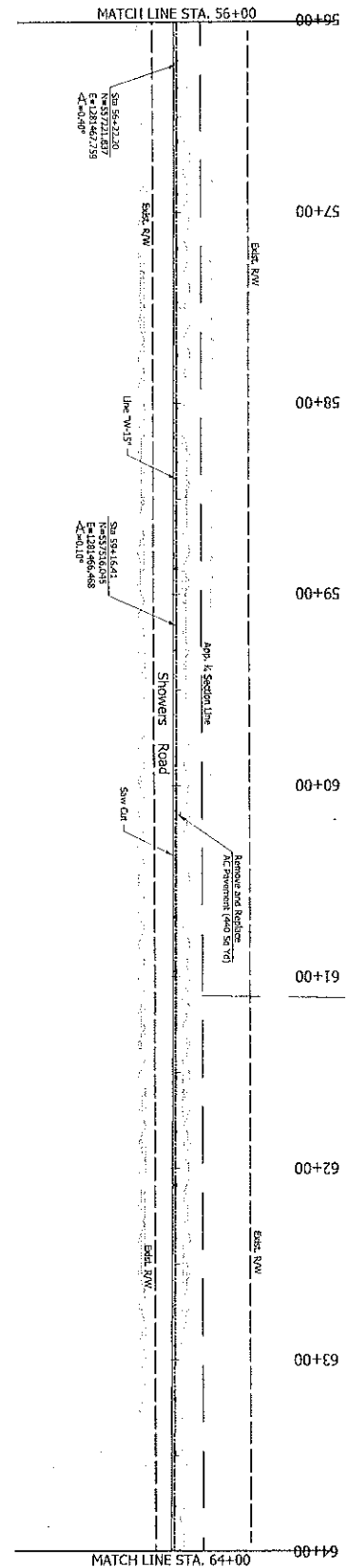
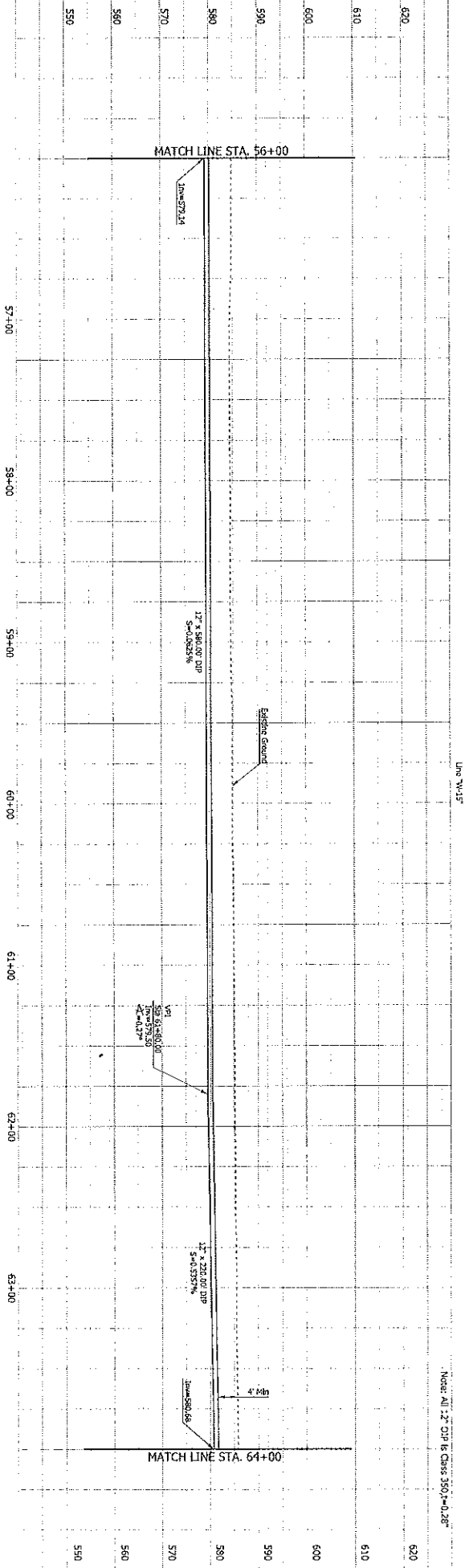
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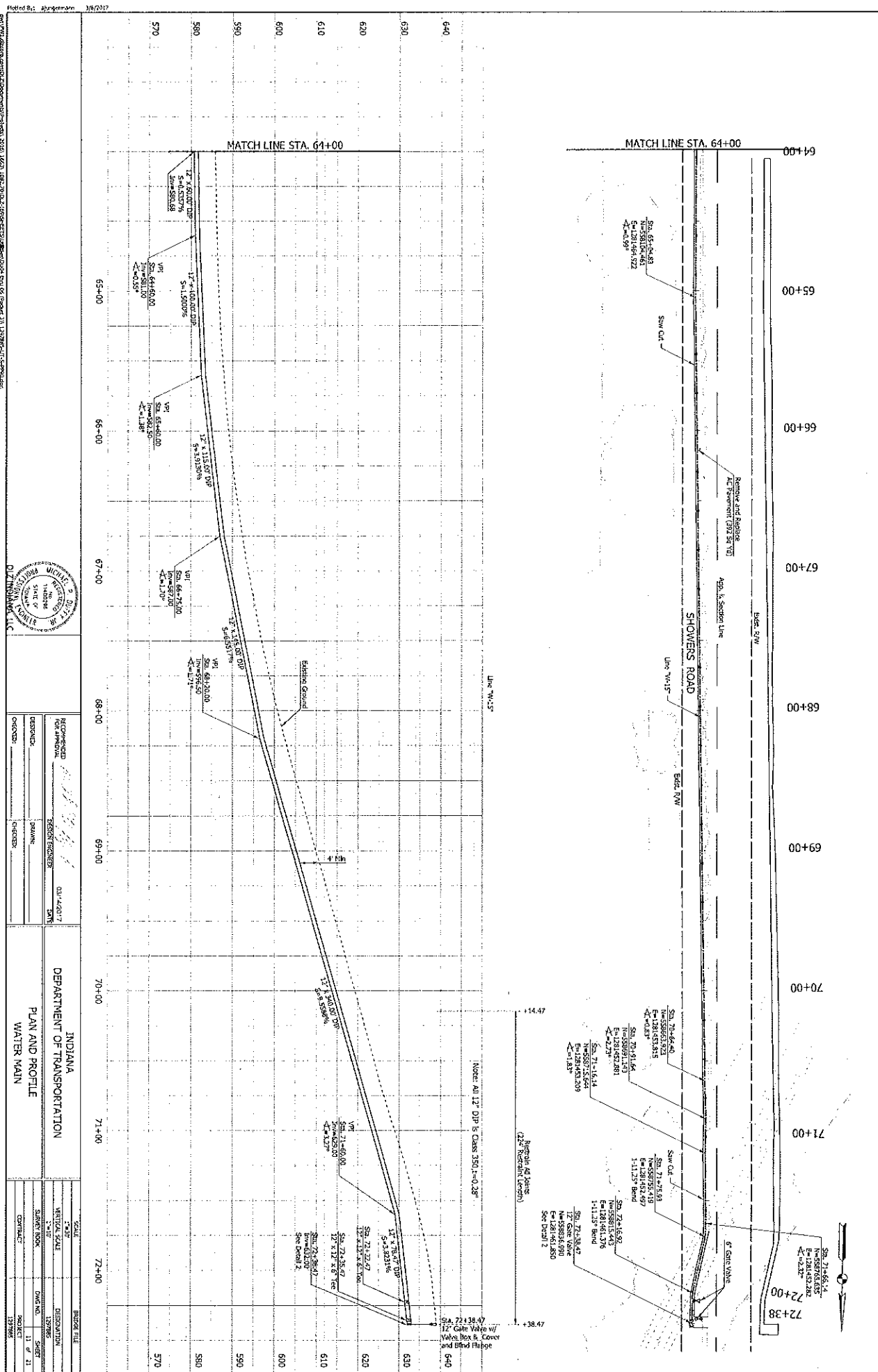


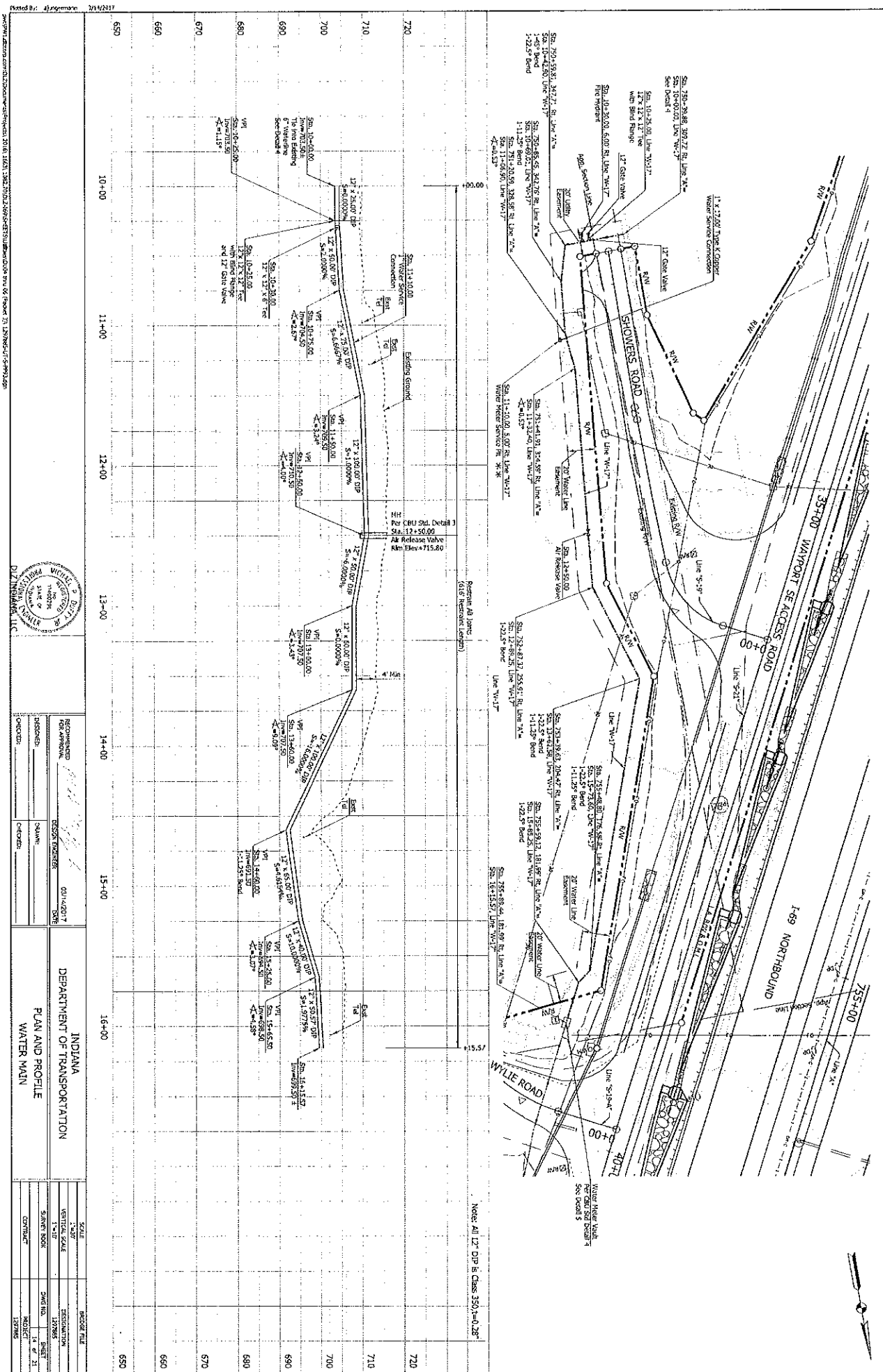
APPROVED FOR ARCHITECT	DATE
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE

INDIANA
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE
WATER MAIN

SCALE	PROJECT FILE
VERTICAL SCALE	DESCRIPTION
1"=40'	1661-0213
SPREAD RAKE	2"=40'
CONTRACT	PROJECT
	1661-0213





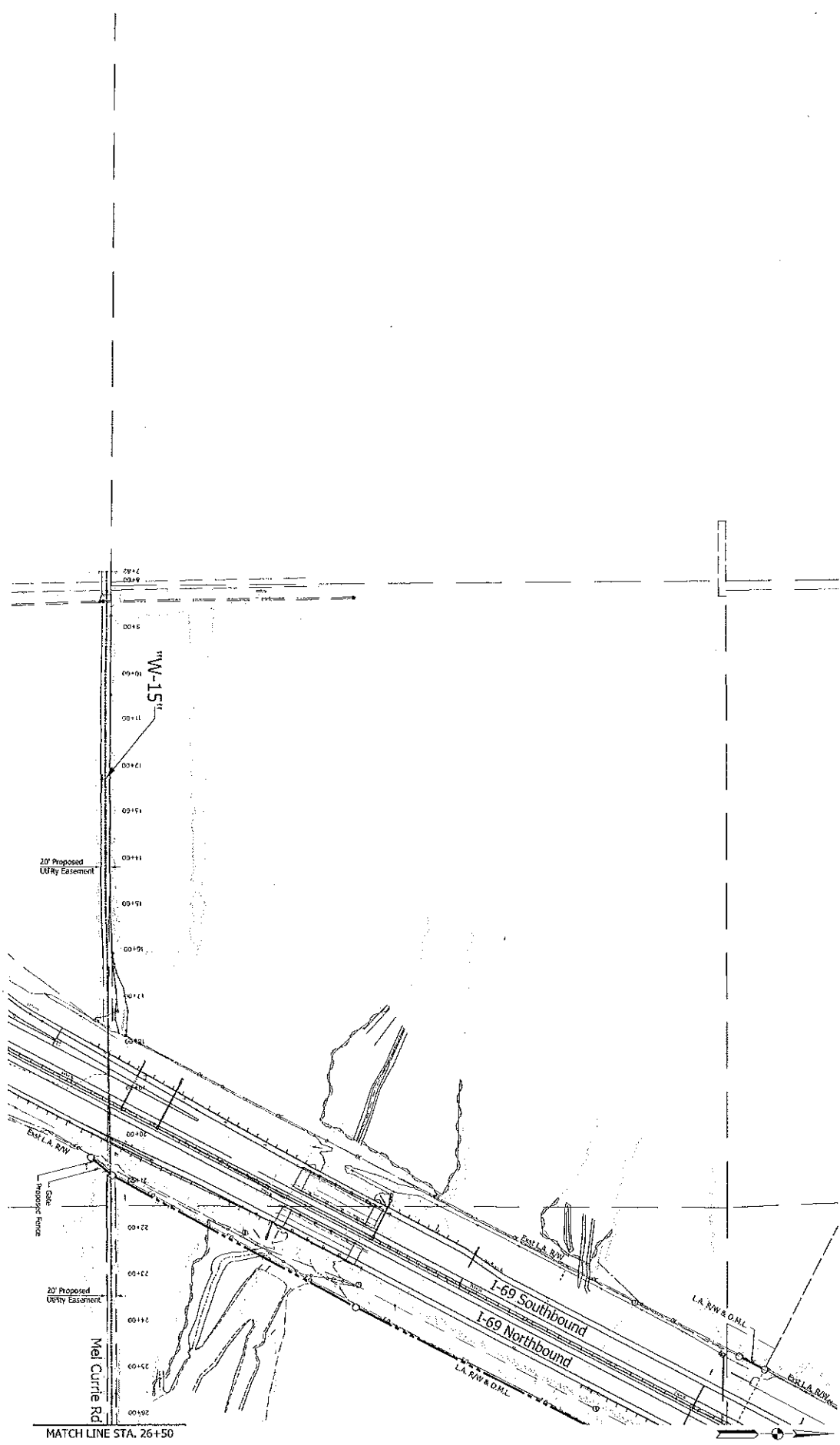




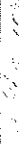
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<i>[Signature]</i>	03/14/2017
PERSONS INVOLVED	
DESK COPY	CRANK
CHECKED:	CHECKED:

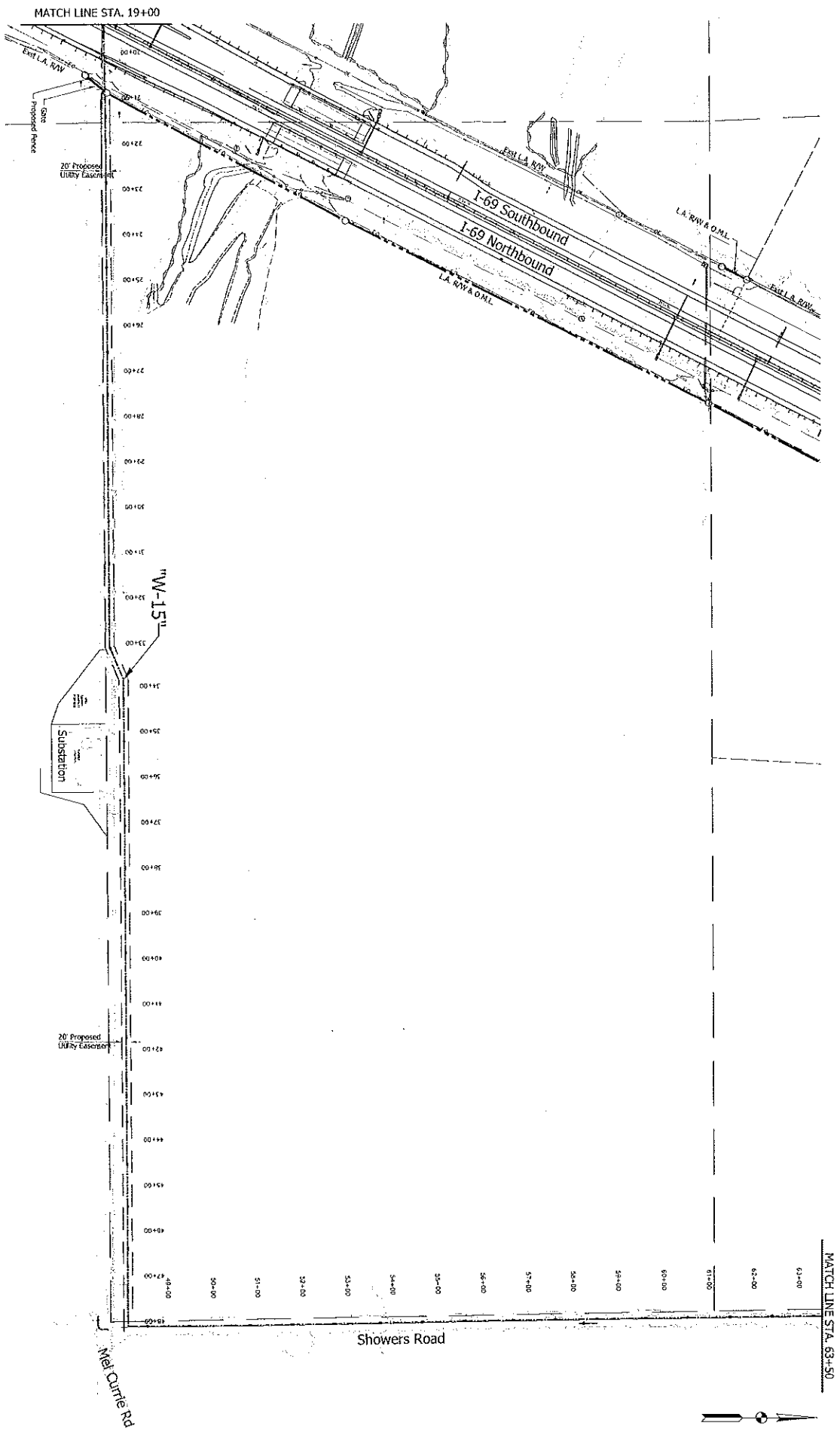
INDIANA
DEPARTMENT OF TRANSPORTATION
WATERLINE W-15
UTILITY ACCESS

SCALE	PERIOD FILE
VERTICAL SCALE	DESIGNATION
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SHEET BOOK	DWG NO.
	15 of 21
CONTRACT	PROJECT
	1237865



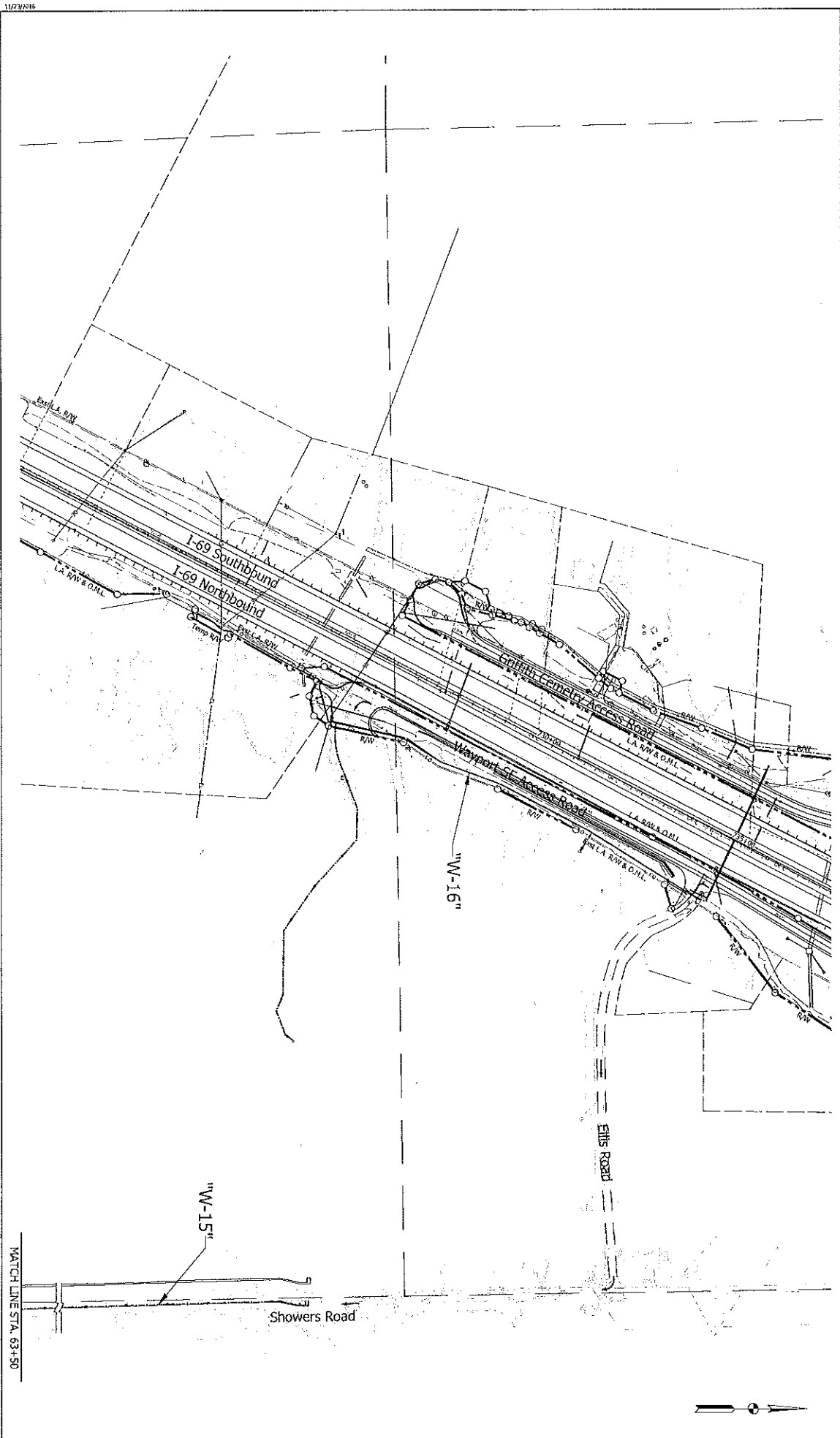


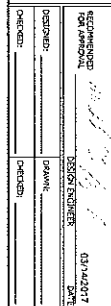
RECOMMENDED FOR APPROVAL  02/06/2008 02/06/2008 02/06/2008	01/14/2017 2017	INDIANA DEPARTMENT OF TRANSPORTATION WATERLINE W-15 UTILITY ACCESS	SCALE VERTICAL SCALE 1"=36' SCALE HORIZ 1"= 6' 2" CONTRACT 126785
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RECOMMENDED FOR AWARD	CD-44-0317	INDIANA DEPARTMENT OF TRANSPORTATION	SOURCE	BIDDING FILE
DESIGNED BY	SECTION 660-000000		VEHICLE SCALE	DESCRIPTION
CHECKED BY	DATE	WATERLINE W-15 WATERLINE W-16 UTILITY ACCESS	1/2"=8'	
DATE	DATE		SHEET BOOKS	SHEET
			CONTACT	17 of 21
				15/08/08



INDIANA
MENT OF TRANSPOR

SCALE	DATE	PROJECT NO.	1297885
VERTICAL SCALE	DENOMINATION	DWG NO.	1297885
SURVEY BOOK		SHEET	28 of 21
CONTRACT	PROJECT		1297885

Project: I-69 Southbound and Northbound Retire in Place
Sheet: 1 of 1
Scale: 1" = 40'

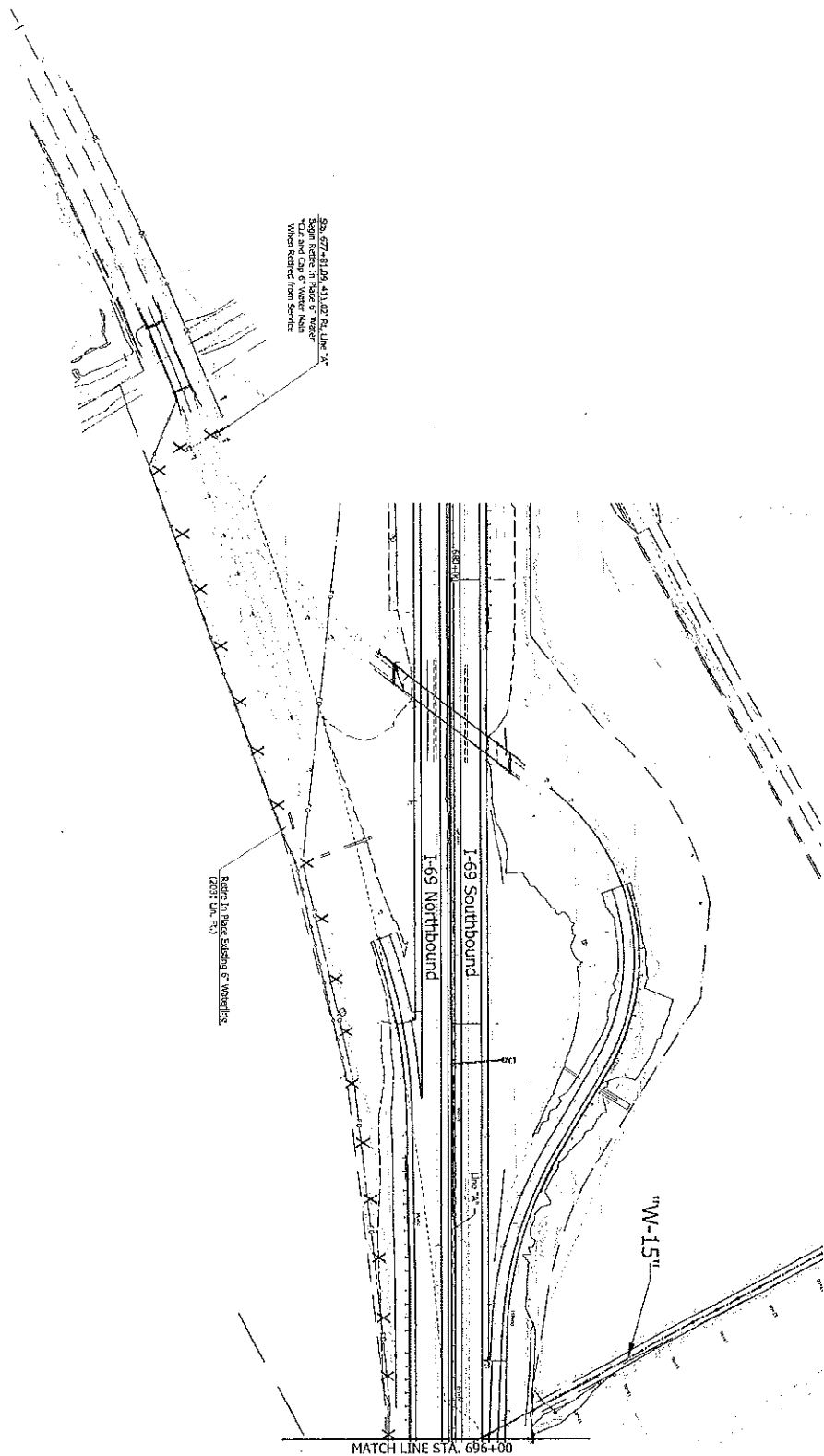


DESIGNED BY	DATE
CHECKED BY	DATE
IN CHARGE	DATE

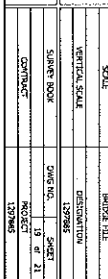
INDIANA	
DEPARTMENT OF TRANSPORTATION	
W-15	
RETIRE IN PLACE	
SCALE	BRIDGE FILE
VERTICAL SCALE	CONSTRUCTION
SHEET NO.	17988
SHEET	1 of 1
PROJECT	17988

Depth Below Surface	Utility Diameter	Method of Retiring in Place
0 feet to 3 feet	All	Remove *
3 feet to 15 feet	<8 inches	Plug ends
3 feet to 15 feet	>=8 inches	Fill with flowable fill
15 feet or more	<24 inches	Plug ends
15 feet or more	>=24 inches	Fill with flowable fill

* It is assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction. Coordinate with each utility owner prior to removal or abandonment in place.



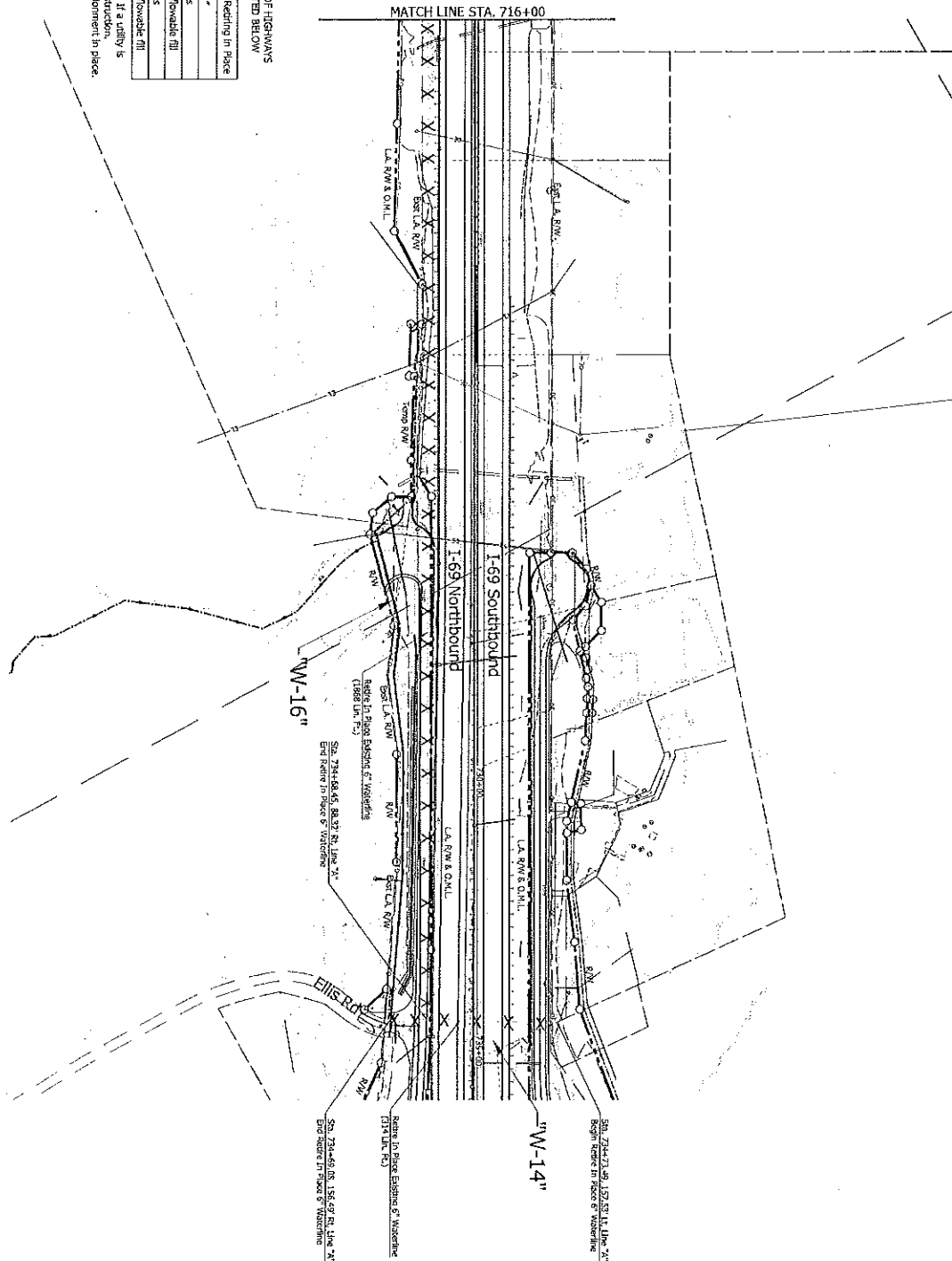
- It's assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction. Coordinate with each utility owner prior to removal or abandonment in place.



Depth Below Surface	Utility Diameter	Method of Retiring in Place
0 feet to 3 feet	All	Remove *
3 feet to 15 feet	<8 inches	Plug ends
3 feet to 15 feet	>8 inches	Fill with flowable fill
15 feet or more	<24 inches	Plug ends
15 feet or more	>24 inches	Fill with flowable fill

* It's assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction. Coordinate with each utility owner prior to removal or abandonment in place.

INACTIVE UTILITIES BELOW THE PAVED SECTION OF HIGHWAYS SHALL BE REMOVED OR RETIRE IN PLACE AS INDICATED BELOW



DESIGNED BY	03/14/2017
CHECKED BY	DATE
DRAWN BY	
CHECKED BY	

INDIANA
DEPARTMENT OF TRANSPORTATION
W-16
RETIRE IN PLACE

SCALE	AS SHOWN
VERTICAL SCALE	DISCUSSION
SHEET NO.	12345
SHEET	12345
PROJECT	12345



SHALL BE REMOVED OR RETIRE IN PLACE AS INDICATED BELOW

- It's assumed all existing utilities are below three feet. If a utility is

Coordinate with each utility owner prior to removal or abandonment to: place.

SCALE	INSIDE VIEW
VERTICAL SCALE	DISSECTION
	127785
SUNNET BOOK	DWG NO.
	SHEET
	22 of 21
CONTRACT	PROJECT
	127785

EXHIBIT B – PAY RATE SCHEDULE

The average pay rate of City of Bloomington personnel working on this Project is \$46.25 per hour.

EXHIBIT C – TRANSFER AGREEMENT

(SAMPLE) TRANSFER AGREEMENT

TO THE UTILITY SERVICE BOARD
OF THE CITY OF BLOOMINGTON, INDIANA

Isolux Corsan LLC (ICLLC) and City of Bloomington Utilities (CBU) previously agreed to relocate water infrastructure located in the State Highway Limited Access Right of Way from N State Road 37 Business Ramp to Wylie Road in conjunction with the construction of I-69 Section 5 at Mel Currie Road, Showers Road, Ellis Road, Wayport S.E. Access Road and Wylie Road, on _____, 2017.

Section 7 a) of that agreement stated that "ICLLC shall execute a transfer document to the CBU".

Said relocation of water infrastructure and all appurtenances have now been completed in substantial compliance with plans, specifications, and CBU standards.

ICLLC now hereby tenders to the Utility all right, title and ownership in the improvements and assets constituting said water and sewer systems and warrants and guarantees to the CBU that, at the Donor's expense, it will remove and replace in whole or in part any such work, material and equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within the period of one (1) year subsequent to the date of presentation of this tender and acceptance of the same by CBU.

ICLLC hereby covenants with the Utility that it is the sole lawful owner of the improvements and assets herein tendered; that the same are free and clear of all liens and encumbrances; that it has good right to transfer the ownership of the same to the CBU and that it will warrant and defend the title to the same against the lawful claims and demands of any and all persons, firms and corporations.

CITY OF BLOOMINGTON UTILITIES:

Signature

Name, Printed or Typed

Position

ISOLUX CORSAN, LLC

Signature

Name, Printed or Typed

Position

**UTILITIES SERVICE BOARD
CITY OF BLOOMINGTON, INDIANA
RESOLUTION 2017-1**

Bid Acceptance for South Central Interceptor Sewer Project

WHEREAS, the City of Bloomington Utilities of Monroe County, Indiana, held a bid opening on April 3, 2017 for South Central Interceptor Sewer project; and

WHEREAS, nine (9) bids were opened and spread of record, and each bid was reviewed by Utilities Department Staff members for responsiveness; and

WHEREAS, the Utilities Department Staff determined that the most responsive and lowest bid was presented by Infrastructure Systems, Inc. and recommend acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Bloomington Utilities Board accepts the bid presented by Infrastructure Systems, Inc. and awards the South Central Interceptor Sewer project.

SO ADOPTED by the Utilities Service Board at its regularly scheduled meeting of April 17, 2017.

Sam K. Frank, President

Steven J. Sherman, Vice President

Jason Banach, Member

Amanda Burnham, Member

Jeff Ehman, Member

Julie Roberts, Member

Jim Sims, Member

Attest:

Vic, Kelson, Director
City of Bloomington Utilities Department



GREELEY AND HANSEN

7820 Innovation Boulevard, Suite 150
Indianapolis, Indiana 46278
p 317 924 3380
f 317 228 9368
www.greeley-hansen.com

April 5, 2017

City of Bloomington
Utilities Service Board
600 E. Miller Drive
Bloomington, IN 47401

Subject: South Central Interceptor
Bid Tabulation Report

Dear Members of the Board:

We have tabulated and reviewed the proposals for the South Central Interceptor Project. Our findings are as follows:

1. General

Proposals were received, opened and read aloud at 5:00 p.m. local time, on April 3, 2017. Advertisements for bids were published in the Bloomington *Herald-Times*.

2. Proposals Received

Nine proposals were received. All bidders acknowledged receipt of the addenda.

The proposal of Infrastructure Systems, Inc. is the apparent low responsive, responsible bid. The proposals are summarized on the attached bid tabulation.

3. Irregularities

The proposals were reviewed and there were no irregularities.

4. Contingent Conditions

No contingent conditions were listed by any of the bidders.

5. Mandatory Alternates

All nine bidders provided prices for the mandatory alternates. The selection of mandatory alternates is at the discretion of the City and does not impact tentative award of the contract.

6. Qualification of Low Bidder

Infrastructure Systems, Inc., the apparent low bidder, is a general contractor from Orleans, Indiana. Their submitted experience includes construction of public works projects similar to the South Central Interceptor Project, including the following projects:

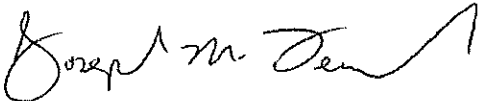
Interceptor Sewer, City of West Lafayette, IN
Interceptor Sewer, City of Gas City, IN
Water Transmission Mains, Indiana American Water Company
Westwood/Highland Village Lift Station and Force Main, City of Bloomington, IN

Greeley and Hansen checked the submitted project references and they were found to be satisfactory. Infrastructure Systems, Inc. appears to be a qualified and capable general contractor who has the capacity to satisfactorily complete the South Central Interceptor Project

7. Recommendation

Subject to the opinion of the City Attorney that the proposal of Infrastructure Systems, Inc. is legal and binding, we recommend that the South Central Interceptor Project be awarded to Infrastructure Systems, Inc. in the amount of \$6,870,651.

Yours very truly,
GREELEY AND HANSEN



Joseph M. Teusch, P.E.
Indianapolis Office Director

Enclosure

cc: Mr. Christopher Wheeler (w/ Bid)
Mr. Vic Kelson
Mr. Brad Schroeder
Mr. Phil Peden

CITY OF BLOOMINGTON UTILITIES
SOUTH CENTRAL INTERCEPTOR

TABULATION OF BIDS



ENGINEER'S COST OPINION: \$9,400,000
BIDS RECEIVED: APRIL 3, 2017 4:00 P.M. LOCAL TIME

Seal Affixed
April 5, 2017

CONTRACT ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Cost Opinion AMOUNT	Alus Excavating, Inc. AMOUNT	Cleary Construction AMOUNT	Chider and Cider AMOUNT	Infrastructure Systems, Inc. AMOUNT	Layne Heavy Civil AMOUNT	MAC Construction AMOUNT	Manyman Excavation AMOUNT	Reed & Sons Construction, Inc. AMOUNT	FA Wilhelm AMOUNT
1	Mobilization and Demobilization	1	LS	\$210,000	\$363,000	\$350,000	\$340,000	\$64,000	\$210,000	\$373,000	\$308,450	\$205,000	\$480,000
2	Maintenance of Traffic	1	LS	\$200,000	\$94,200	\$65,000	\$210,000	\$35,000	\$85,000	\$40,000	\$93,830	\$790,000	\$100,000
3	8-inch Sanitary Sewer	65	LF	\$11,300	\$16,316	\$25,350	\$9,100	\$11,375	\$22,075	\$11,375	\$9,360	\$27,525	\$17,875
4	30-inch Sanitary Sewer	1680	LF	\$747,000	\$904,700	\$1,038,160	\$713,900	\$1,024,220	\$1,603,660	\$830,000	\$1,016,240	\$830,000	\$1,411,000
5	33-inch Sanitary Sewer	20	LF	\$9,200	\$21,800	\$9,280	\$9,800	\$22,780	\$7,940	\$26,000	\$6,520	\$13,000	\$19,160
6	36-inch Sanitary Sewer	215	LF	\$95,000	\$136,740	\$190,075	\$118,250	\$131,680	\$129,000	\$140,825	\$84,495	\$116,100	\$190,935
7	42-inch Sanitary Sewer	9805	LF	\$5,343,500	\$3,589,020	\$3,690,635	\$3,823,890	\$3,500,385	\$5,275,090	\$3,922,000	\$3,429,895	\$2,921,890	\$4,099,860
8	42-inch Sanitary Sewer Trenchless Crossing Under County Clark Road	100	LF	\$246,000	\$375,500	\$310,000	\$320,000	\$351,500	\$500,000	\$300,000	\$349,000	\$1,200,000	\$2,100,000
9	36-inch Sanitary Sewer Creek Crossing	60	LF	\$120,000	\$47,160	\$60,000	\$72,000	\$69,540	\$62,980	\$72,000	\$231,600	\$78,000	\$159,300
10	42-inch Sanitary Sewer Storm Culvert Crossing (Sta 90+40 to Sta 90+353)	1	LS	\$50,000	\$16,965	\$32,000	\$60,000	\$41,225	\$18,800	\$50,000	\$46,350	\$26,000	\$35,000
11	6-inch Sanitary Sewer Laterals	25	EA	\$62,500	\$220,625	\$200,000	\$125,000	\$138,060	\$100,000	\$161,250	\$226,875	\$162,500	\$125,000
12	48-inch Sanitary Manholes	1	EA	\$10,000	\$9,520	\$5,000	\$7,000	\$6,280	\$5,100	\$11,300	\$4,975	\$12,500	\$9,000
13	60-inch Sanitary Manholes	7	EA	\$105,000	\$116,690	\$95,000	\$70,000	\$89,530	\$49,000	\$103,425	\$49,910	\$112,000	\$77,000
14	72-inch Sanitary Manholes	24	EA	\$628,000	\$333,120	\$228,000	\$254,000	\$314,640	\$187,200	\$271,320	\$203,880	\$216,000	\$288,000
15	72-inch Sanitary Drop Manhole	2	LS	\$50,000	\$31,452	\$64,000	\$42,000	\$50,400	\$20,000	\$63,000	\$82,640	\$92,000	\$50,000
16	Cast-in-Place Special Sanitary Manhole	1	LS	\$130,000	\$42,915	\$31,000	\$40,000	\$54,025	\$125,000	\$93,000	\$78,300	\$93,000	\$45,000
17	Pavement Restoration	1	LS	\$315,000	\$63,900	\$202,000	\$155,000	\$282,000	\$210,000	\$122,000	\$50,980	\$131,000	\$440,000
18	Asphalt Trail Replacement	1	LS	\$950,000	\$320,715	\$237,000	\$110,000	\$225,150	\$145,000	\$247,450	\$183,950	\$271,000	\$280,000
19	Gravel Trail Replacement	1	LS	\$320,000	\$112,150	\$35,000	\$100,000	\$34,000	\$90,000	\$90,000	\$82,120	\$48,500	\$350,000
20	Disposal of Impacted Soil	7000	TON	\$850,000	\$280,000	\$364,000	\$210,000	\$287,000	\$315,000	\$252,000	\$217,000	\$518,000	\$294,000
21	Additional Unclassified Excavation	100	CY	\$7,500	\$1,900	\$5,000	\$12,000	\$8,700	\$40,000	\$7,000	\$2,100	\$1,200	\$7,500
22	Additional Select Fill Material	100	CY	\$5,000	\$9,000	\$5,000	\$5,000	\$3,700	\$4,000	\$6,000	\$6,400	\$3,800	\$9,400
23	Additional Common Backfill Material	2000	CY	\$70,000	\$24,000	\$74,000	\$16,000	\$54,000	\$22,000	\$56,000	\$56,000	\$56,000	\$142,000
24	Interior Chimney Seal (Undistributed)	10	EA	\$20,000	\$9,060	\$3,250	\$9,000	\$5,750	\$10,850	\$3,500	\$6,730	\$5,000	\$3,200
25	Sewer Manhole Lining	1	LS	\$5,000	\$3,927	\$7,200	\$5,000	\$4,840	\$5,225	\$4,000	\$4,625	\$5,400	\$8,000
26	Work Allowance	1	LS	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
TOTAL BID PRICE				\$9,400,000	\$7,174,274	\$7,578,950	\$5,926,700	\$6,870,651	\$9,383,820	\$7,269,045	\$6,951,625	\$7,816,915	\$10,651,030

CITY OF BLOOMINGTON UTILITIES
SOUTH CENTRAL INTERCEPTOR
TABULATION OF BIDS

ENGINEER'S COST OPINION: \$9,400,000
BIDS RECEIVED: APRIL 3, 2017 4:00 P.M. LOCAL TIME

RANK	CONTRACTOR	TOTAL BID PRICE	Apparent Percentage over Low Bid	Percentage Under Engineer's Cost Opinion
1	Infrastructure Systems, Inc.	\$6,870,651	0.0%	26.9%
2	Crider and Crider	\$6,826,700	0.8%	26.3%
3	Merriman Excavation	\$6,951,625	1.2%	26.0%
4	Atlas Excavating, Inc.	\$7,174,274	4.4%	23.7%
5	MAC Construction	\$7,269,045	5.8%	22.7%
6	Cleary Construction	\$7,578,950	10.3%	19.4%
7	Reed & Sons Construction, Inc.	\$7,816,515	13.8%	16.8%
8	Layne Heavy Civil	\$9,383,820	36.6%	0.2%
9	FA Wilhelm	\$10,851,030	55.0%	-13.5%

CONTRACTOR	Bid Bond	Form 96	Bid Security	Responsible Bidder Affidavit	Trench Safety Affidavit	Drug Testing Affidavit	E-Verify Affidavit	Non-Collusion Affidavit	Approved Affirmative Action Plan
Atlas Excavating, Inc.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Cleary Construction	YES	YES	YES	YES	YES	YES	YES	YES	YES
Crider and Crider	YES	YES	YES	YES	YES	YES	YES	YES	YES
Infrastructure Systems, Inc.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Layne Heavy Civil	YES	YES	YES	YES	YES	YES	YES	YES	YES
MAC Construction	YES	YES	YES	YES	YES	YES	YES	YES	YES
Merriman Excavation	YES	YES	YES	YES	YES	YES	YES	YES	YES
Reed and Sons Construction, Inc.	YES	YES	YES	YES	YES	YES	YES	YES	YES
FA Wilhelm	YES	YES	YES	YES	YES	YES	YES	YES	YES

MANDATORY BID ALTERNATES	ATLAS EXCAVATING, INC.	CLEARY CONSTRUCTION	CRIDER AND CRIDER	INFRASTRUCTURE SYSTEMS, INC.	LAYNE HEAVY CIVIL	MAC CONSTRUCTION	MERRIMAN EXCAVATING	REED AND SONS CONSTRUCTION, INC.	FA WILHELM
NO. 1 - 42" Sanitary Sewer (PDCW Pipe)	\$338 / LF	\$400 / LF	\$335 / LF	\$321.75 / LF	\$485 / LF	\$370 / LF	\$296 / LF	\$270 / LF	\$379.50 / LF
NO. 2 - 42" Sanitary Sewer (HDPE Pipe)	\$332 / LF	\$400 / LF	\$335 / LF	\$327 / LF	\$900 / LF	\$395 / LF	\$297 / LF	\$275 / LF	\$382 / LF
NO. 3 - 42" Sanitary Sewer Open-Cut County Club Rd.	\$1,015 / LF	\$1,775 / LF	\$1,350 / LF	\$1,887 / LF	\$1,600 / LF	\$3,000 / LF	\$535 / LF	\$1,500 / LF	\$22,100 / LF
NO. 4 - Delete Sanitary Sewer from Sta. 116+70 to Sta 133+47	\$1,086,005 LS	\$1,284,440 LS	\$1,148,400 LS	\$1,394,300 LS	\$1,200,000 LS	\$900,000 LS	\$1,482,177 LS	\$1,101,225 LS	\$1,980,000 LS

**AGREEMENT BETWEEN CITY OF BLOOMINGTON, INDIANA, UTILITIES
DEPARTMENT AND INFRASTRUCTURE SYSTEM, INC.**

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as "Owner"), and Infrastructure Systems, Inc. a domestic for-profit corporation, duly incorporated in the State of Indiana, with its principal place of business located at 260 W Vincennes St, Orleans, IN 47452 (hereinafter referred to as "Contractor"), and in consideration of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF WORK

1.1 Effective Date. The effective date of this contract shall be the date last entered in the signature blocks below.

1.2 Scope of Work. The Scope of Work (Hereinafter referred to as "Scope of Work" or "Work") is defined by the Contract Documents as enumerated hereinafter. Contractor shall complete all Work as shown and specified in the Contract Documents as enumerated hereinafter. The Project for this Work shall be generally described as follows:

**City of Bloomington Utilities, Indiana
South Central Interceptor**

ARTICLE 2: ENGINEER

Greeley and Hansen, LLC is the Design Engineer on this Project (Hereinafter referred to as "Engineer"). Engineer, and its duly authorized agents, are the Owner's representatives and Owner hereby assigns any and all duties, responsibilities, rights and authority necessary to complete this Project in accordance with the Contract Documents.

ARTICLE 3: CONTRACT PRICE

The Owner shall pay the Contractor for the performance of the construction work in accordance with the Contract Documents, subject to any additions or deductions as provided in this Contract, the contract sum of six million eight-hundred seventy thousand six-hundred and fifty-one dollars (\$6,870,651). Said sum shall be paid in accordance with the terms of the Contract Documents.

BID

Contract Item No.	Estimated Quantity	Description and Price in Words	Price in Figures	
			Unit Price	Computed Total Price For Item
1	Lump Sum	Provide Mobilization and Demobilization as specified for the lump sum price of <u>Sixty-Four Thousand</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>64,000</u>
2	Lump Sum	Provide Maintenance of Traffic as shown and specified for the lump sum price of <u>Thirty-Five Thousand</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>35,000</u>
3	65 Lineal Feet	Furnish and install 8-inch Sanitary Sewer , complete in place as shown and specified for the unit price of <u>One-Hundred and Seventy-Five</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>175</u>	\$ <u>11,375</u>
4	1,660 Lineal Feet	Furnish and install 30-inch Sanitary Sewer , complete in place as shown and specified for the unit price of <u>Six-Hundred and Seventeen</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>617</u>	\$ <u>1,024,220</u>
5	20 Lineal Feet	Furnish and install 33-inch Sanitary Sewer , complete in place as shown and specified for the unit price of <u>One-Thousand, One-Hundred and Thirty-Nine</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>1,139</u>	\$ <u>22,780</u>
6	215 Lineal Feet	Furnish and install 36-inch Sanitary Sewer , complete in place as shown and specified for the unit price of <u>Six-Hundred and Twelve</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>612</u>	\$ <u>131,580</u>
7	9,805 Lineal Feet	Furnish and install 42-inch Sanitary Sewer , complete in place as shown and specified for the unit price of <u>Three-Hundred and Fifty-Seven</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>357</u>	\$ <u>3,500,385</u>

Contract Item No.	Estimated Quantity	Description and Price in Words	Price in Figures	
			Unit Price	Computed Total Price For Item
8	100 Lineal Feet	Furnish and install 42-inch Sanitary Sewer Trenchless Crossing under Country Club Road , complete in place as shown and specified for the unit price of <u>Three-Thousand, Five-Hundred and Fifteen</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>3,515</u>	\$ <u>351,500</u>
9	60 Lineal Feet	Furnish and install 36-inch Sanitary Sewer Creek Crossing , complete in place as shown and specified for the unit price of <u>One-Thousand, One-Hundred and Fifty-Nine</u> dollars and <u>Zero</u> cents per lineal foot.	\$ <u>1,159</u>	\$ <u>69,540</u>
10	Lump Sum	Furnish and install 42-inch Sanitary Sewer Storm Culvert Crossing (Sta 90+40 to Sta 90+85) , complete in place as show and specified for the lump sum price of <u>Forty-One Thousand, Two-Hundred and Twenty-Six</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>41,226</u>
11	25 Each	Furnish and install 6-inch Sanitary Sewer Laterals , complete in place as shown and specified for the unit price of <u>Five-Thousand, Five-Hundred and Twenty-Two</u> dollars and <u>Zero</u> cents per each.	\$ <u>5,522</u>	\$ <u>138,050</u>
12	1 Each	Furnish and install 48-inch Sanitary Manhole , complete in place as shown and specified for the unit price of <u>Six-Thousand, Two-Hundred and Sixty</u> dollars and <u>Zero</u> cents each.	\$ <u>6,260</u>	\$ <u>6,260</u>
13	7 Each	Furnish and install 60-inch Sanitary Manhole complete in place as shown and specified for the unit price of <u>Twelve-Thousand, Seven-Hundred and Ninety</u> dollars and <u>Zero</u> cents per each.	\$ <u>12,790</u>	\$ <u>89,530</u>

Contract Item No.	Estimated Quantity	Description and Price in Words	Price in Figures	
			Unit Price	Computed Total Price For Item
14	24 Each	Furnish and install 72-inch Sanitary Manhole , complete in place as shown and specified for the unit price of <u>Thirteen-Thousand, One-Hundred and Ten</u> dollars and <u>Zero</u> cents per each.	\$ <u>13,110</u>	\$ <u>314,640</u>
15	2 Each	Furnish and install 72-inch Sanitary Drop Manhole , complete in place as shown and specified for the unit price of <u>Twenty-Five Thousand and Two-Hundred</u> dollars and <u>Zero</u> cents per each.	\$ <u>25,200</u>	\$ <u>50,400</u>
16	Lump Sum	Furnish and install Cast-In-Place Special Sanitary Manhole , complete in place as shown and specified for the lump sum of <u>Fifty-Four Thousand and Twenty-Five</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>54,025</u>
17	Lump Sum	Provide Pavement Restoration , complete in place as shown and specified for the lump sum of <u>Two-Hundred and Ninety-Two Thousand</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>292,000</u>
18	Lump Sum	Provide Asphalt Trail Replacement , complete in place as shown and specified for the lump sum of <u>Two-Hundred and Twenty-Five Thousand, and One-Hundred and Fifty</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>225,150</u>
19	Lump Sum	Provide Gravel Trail Replacement , complete in place as shown and specified for the lump sum of <u>Thirty-Four Thousand</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>34,000</u>
20	7,000 Tons	Disposal of Impacted Soil as specified for the unit price of <u>Forty-One</u> dollars and <u>Zero</u> cents per ton.	\$ <u>41</u>	\$ <u>287,000</u>
21	100 Cubic Yards	Furnish and install Additional Unclassified Excavation , complete in place for the unit price of <u>Ninety-Seven</u> dollars and <u>Zero</u> cents per cubic yard.	\$ <u>97</u>	\$ <u>9,700</u>

Contract Item No.	Estimated Quantity	Description and Price in Words	Price in Figures	
			Unit Price	Computed Total Price For Item
22	100 Cubic Yards	Furnish and install Additional Select Fill Material , complete in place for the unit price of <u>Thirty-Seven</u> dollars and <u>Zero</u> cents per cubic yard.	\$ <u>37</u>	\$ <u>3,700</u>
23	2,000 Cubic Yards	Furnish and install Additional Common Backfill Material , complete in place for the unit price of <u>Twenty-Seven</u> dollars and <u>Zero</u> cents per cubic yard.	\$ <u>27</u>	\$ <u>54,000</u>
24	10 Each	Furnish and install Interior Chimney Seal (Undistributed) , complete in place for the unit price of <u>Five-Hundred and Seventy-Five</u> dollars and <u>Zero</u> cents each.	\$ <u>575</u>	\$ <u>5,750</u>
25	Lump Sum	Furnish and install Sewer Manhole Lining , complete in place for the lump sum price of <u>Four-Thousand, Eight- Hundred and Forty</u> dollars and <u>Zero</u> cents.	Lump Sum	\$ <u>4,840</u>
26	Lump Sum	Work Allowance for the lump sum price of <u>Fifty Thousand</u> dollars and <u>Zero</u> cents each.	Lump Sum	\$ <u>50,000</u>

TOTAL BID PRICE (Total of All Contract Item Prices)

Six-Million Eight-Hundred and Seventy Thousand Six-Hundred and Fifty-One Dollars and Zero Cents
(Amount in Words)

\$6,870,651

(Amount in Figures)

Owner may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect Owner.

Failure of Contractor to make payments due to subcontractors, material suppliers or employees.

Damage to Owner or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by Owner's representatives at reasonable business hours.

ARTICLE 4: CONTRACT TIMES, INSURANCE, DELAYS, AND DAMAGES

4.1. Contract Times. The Work to be performed under this Contract shall be commenced on a date to be specified in a written order from the Owner. Subject to extensions of time granted in writing by Owner, in its sole discretion, the construction work shall be substantially completed no later than the date indicated in this Article. The work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions not later than the calendar days indicated in this Article.

Milestone 1 – Contractor agrees that the Work associated with the new sanitary sewer within the Switchyard Park property (between Station 63+00 to Station 109+45) will be substantially complete by **December 13, 2017**. Substantial completion shall be defined as the installation of sanitary sewer pipe and manholes, acceptance testing, and surface restoration including replacement of all asphalt and gravel trail surfaces.

Milestone 2 – Contractor agrees that the Work associated with the new sanitary sewer between Gordon Pike and Country Club Road (between Station 10+68 to Station 63+00) will be substantially complete by **April 22, 2018**. Substantial completion shall be defined as the installation of sanitary sewer pipe and manholes, acceptance testing, and surface restoration including replacement of all asphalt and gravel trail surfaces.

Milestone 3 – Contractor agrees that the remaining Work will be substantially complete by **July 21, 2018**. *Contractor agrees the Work on Walnut Street (between Station 125+00 and Station 133+47) shall be completed between May 8, 2018 and August 6, 2018.* Substantial completion for Walnut Street shall be defined as the installation of sanitary sewer pipe and manholes, acceptance testing, and surface restoration including pavement, sidewalk and curb replacement.

Milestone 4 – Contractor agrees that the remaining Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by **August 20, 2018**.

Prior to commencement of any Work, Contractor shall furnish to Owner satisfactory evidence of the adequate bond and insurance coverage and that all other conditions of the Contract required to be performed prior to starting Work have been complied with by the Contractor.

4.2. Insurance. During the performance of any and all Work under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Owner shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the Owner will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to Owner prior to the commencement of Work under the Agreement. Approval of the insurance by Owner shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish Owner required proof that the insurance has been procured and is in force and paid for, Owner shall have the right at Owner's election to forthwith terminate the Agreement.

4.2. Liquidated Damages. Owner and Contractor recognize that time is of the essence on this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amount for each calendar day that expires after the times specified in Paragraph 4.1 for Substantial and Final Completion until the Work is substantially and/or finally complete:

<u>Item</u>	<u>Liquidated Damages, per calendar day</u>
Milestone #1 - Substantial Completion	\$1,500
Milestone #2 - Substantial Completion	\$1,000
Milestone #3 - Substantial Completion	\$1,000
Milestone #4 - Final Completion of all Work	\$750

Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

4.3. Delays and Damages. Except as set forth in Paragraph 12.03 of the General Conditions, Contractor shall accept the risk of any delays caused by Owner or Engineer. In the event Contractor is delayed in the execution and completion of the Work because of such conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

ARTICLE 5: PAYMENT PROCEDURES

5.1. Application for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

5.2. Progress Payments. Owner shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth day of each month during construction. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1, General Requirements.

ARTICLE 6: RETAINAGE

Pursuant to Indiana Code § 36-1-12-14, contracts in excess of Two Hundred Thousand Dollars (\$200,000.00) are required to provide for retainage between the Owner and the Contractor.

6.1. Escrow Agent. The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana (Hereinafter referred to as "Escrow Agent", shall serve as the escrow agent subject to compliance with 6.2 below.

6.2. Retainage Amount. The Escrow Agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The Escrow Agent shall invest all escrowed principal in obligations selected by the Escrow Agent. The Escrow Agent shall be compensated for the Agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The Escrow Agent's fee may be determined by specifying an amount of interest the Escrow Agent will pay on the escrowed amount, with any additional earned interest serving as the Escrow Agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

6.3. Payment of Escrow Amount. The Escrow Agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Escrow Agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the Escrow Agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person

specified in the notice. However, nothing in this section shall prohibit Owner from requiring the Escrow Agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 6.4.

6.4. Withholding Funds for Completion of Contract. If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the Escrow Agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the Engineer. The Escrow Agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event said work is not completed by the Contractor, but rather is performed by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and Contractor, are incorporated herein by reference, made a part hereof and enumerated as follows:

1. This Agreement and its Exhibits A, B, C, D and E.
2. All Addenda to the Bid Documents.
3. Advertisement to Bid.
4. Instruction to Bidders.
5. Performance and Payment Bonds.
6. General Conditions.
7. Supplementary Conditions.
8. Local Contract Documents as listed in the Specification Index
9. Notice of Award.
10. Notice to Proceed.
11. Specifications.
12. Drawings.
13. Contractor's Bid and supporting documents submitted with the bid.
14. Performance and Payment Bonds.
15. Escrow Agreement.
16. Completed City of Bloomington Substitute W-9 Form.
17. Completed City of Bloomington Bank EFT Form.
18. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the General Conditions. In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of Owner and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon

Contractor and affording the greater right or remedy to Owner shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

ARTICLE 8: GENERAL PROVISIONS

8.1. Contractor agrees to be bound by and comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

8.2. Contractor agrees to indemnify and hold harmless Owner and its officers, board members, agents, assigns, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, assigns, officials, employees, or subcontractors and/or for any defect in materials or workmanship of any supply, materials, mechanism or other product or service which Contractor or any of its officers, agents, assigns, officials, employees, or subcontractors has supplied to Owner or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising out of or incurred in connection with this contract and shall not be limited by reason of the enumeration of any insurance coverage required herein.

8.3. In the event of a breach of this Contract by Contractor, Owner shall be entitled to pursue any and all remedies available, both legal and equitable, under the laws of the State of Indiana. In addition to any other remedy to which Owner may be entitled upon a breach by Contractor, Owner shall be entitled to recover from Contractor the reasonable expenses, including attorney fees and expenses, incurred by Owner in enforcing this Contract.

8.4. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.5. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

8.6. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Owner and to the other party.

8.7. Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of Owner.

8.8. Non-Discrimination.

- A. Contractor and sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- B. Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
 - 1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;
 - 2. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the Owner's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.
 - 3. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, Contractor AGREES:
 - a. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
 - b. That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
 - c. That there may be deducted from the amount payable to Contractor, by Owner, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each

calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

- d. That this Agreement may be canceled or terminated by Owner and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

8.9. Safety.

1. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
2. Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as "Attachment B", affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

8.10. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should Owner feel that the cost of domestic steel or foundry products is unreasonable; Owner will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. Owner may not authorize or make any payment to Contractor unless Owner is satisfied that Contractor has fully complied with this provision.

8.11 Verification of Employees' Immigration Status

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as "Attachment C", affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.
2. Contractor and any of its sub-Contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its sub-Contractors learns is an unauthorized alien. If the Owner obtains information that the Contractor or any of its sub-Contractors employs or retains an employee who is an unauthorized alien, the Owner shall notify the Contractor or its sub-Contractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its sub-Contractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its sub-Contractor did not knowingly employ an unauthorized alien. If the Contractor or its sub-Contractor fails to remedy the violation within the thirty (30) calendar day period, the Owner shall terminate the Agreement, unless the Owner determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Owner may allow the Agreement to remain in effect until the Owner procures a new Contractor. If the Owner terminates the Agreement, the Contractor or its sub-Contractor is liable to the Owner for actual damages.
3. Contractor shall require any sub-Contractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the sub-Contractor does not knowingly employ or contract with an unauthorized alien and the sub-Contractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all sub-Contractors' certifications throughout the term of this Agreement with the Owner.

8.12. Drug Testing Plan.

1. In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of Owner; or provides false information to Owner regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as "Attachment D", affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

8.13. Non-Collusion.

1. Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as "Attachment E" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands. One counterpart each is to be delivered to Owner, Contractor, Surety, and Engineer.

CITY OF BLOOMINGTON:

By: _____
Samuel K. Frank
President, Utilities Service Board

Dated: _____

Vic Kelson
Director of Utilities

Dated: _____

John Hamilton
Mayor of Bloomington

Dated: _____

City address for giving notices:
P.O. Box 1216
Bloomington, IN 47402

INFRASTRUCTURE SYSTEMS, INC.

By: _____

Dated: _____

Name and title of representative for Contractor

Contractor address for giving notices:

END OF SECTION